



ELCHC Board of Directors Special Meeting

Monday, December 11, 2023 at 3:00 pm

6302 E. Dr. Martin Luther King Jr. Blvd., Suite 100 Tampa, FL 33619

<https://us06web.zoom.us/j/86281242695?pwd=Mm18ap1Uu2hAg12G7aseUCKJUaYQYa.1>

Meeting ID: 862 8124 2695

Passcode: 886117



ELCHC Board of Directors Special Meeting

Monday, December 11, 2023

I. WELCOME & INTRODUCTIONS

A. Patel

A. Roll call/Quorum

II. PUBLIC COMMENT I

A. Patel

Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment.

III. CONSENT AGENDA

A. Patel

The "consent agenda" is a single agenda item typically addressed first after convening the board meeting and establishing that a quorum is present. The consent agenda encompasses all the routine, pro forma and noncontroversial items that the Board needs to vote on.

A. December 11, 2023 Special Meeting of the Board of Directors Agenda

B. Board Of Directors Special Meeting Introduction - 3

C. Approval of funds for Animated Video to Support Inclusion - 4

D. Approval of funds for Business Leadership Training - 6

E. Approval for funds for Early Education Classroom Materials - 12

IV. ACTION ITEMS

A. Patel

A. Special Needs Cluster

A. Approval of funds for Pyramid Model training for Special Needs - 92

B. Approval of funds for Interventionists, Behavior Specialists for Special Needs - 128

C. Approval of funds for Crisis and Behavior Management - 198

B. Program Initiatives and Education Cluster

A. Approval of funds for Literacy All Year - 264

B. Approval of funds for Literacy All Year: Read-Alouds - 286

C. Approval of funds for Family Home Learning - 343

D. Approval of funds for Mental Health App - 365

V. PUBLIC COMMENT II

Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment.

VI. ADJOURNMENT

A. Patel

ELCHC BOARD OF DIRECTORS MEETING December 11, 2023

Introduction

III.B.

ISSUE: Board of Directors Special Meeting Introduction

NARRATIVE:

American Rescue Plan dollars (signed into law in March 2021) were strategically allocated to stimulate the economy, and the ELCHC, recognized as a Gold GuideStar and 3-star Charity Navigator organization, remains committed to upholding the highest standards of fiscal transparency and accountability in the deployment of all state and federal dollars, including these ARPA funds. Not only has the ELCHC understood the critical importance of ensuring that every dollar is spent judiciously and effectively to maximize its impact on the community, but we have also been tasked with doing so within extremely tight time constraints. Today's meeting is the result of a swift reaction to the most recent award of \$32M in ARPA funding. With a steadfast dedication to transparency, and a trusted steward of public resources, a number of initiatives that will address the needs of our community will be served with the allocation of spending we seek your approval for today. (add sentence about Quality survey)

ELCHC Board of Directors Special Meeting- December 11, 2023

ACTION

ITEM III.C.

ISSUE: Approve allocation of funds to Studio Kimchi for Animation Services

FISCAL IMPACT: Up to \$50,000

FUNDING SOURCE: American Rescue Plan Act (ARPA) Discretionary

RECOMMENDED ACTION: Approve allocation of funds of up to \$50,000 to Studio Kimchi for Animation Services.

NARRATIVE: The proposed project revolves around an animated film that intends to highlight the Early Learning Coalition of Hillsborough County (ELCHC) as a crucial resource for families seeking Screening and Support Services. The film will be created in a style similar to our previous animation short, "Violet & Theo," and will deliver an engaging narrative that resonates with our audience.

Product and Services: The deliverables include a 30 to 60-second animated film with English and Spanish Call-To-Actions (CTAs) and three high-resolution still images for marketing and outreach.

Brief History: Studio Kimchi, a leading animation services provider, was awarded the Request for Proposal for Animation Services in FY 22-23. On February 20, 2023, the Board approved their collaboration with the Early Learning Coalition of Hillsborough County (ELCHC). The successful partnership between the two organizations has already resulted in the creation of ELCHC's first-ever animated short, "Violet and Theo." This project effectively showcased ELCHC's mission and services and established Studio Kimchi as a trusted partner in delivering impactful animated content aligned with ELCHC's goals.

Purpose: The primary goal of this animated film is to bring attention to the crucial role that ELCHC plays as a resource for families looking for Screening and Support Services. Using an engaging storytelling approach, this film aims to connect with our target audience and encourage greater participation.

Contract Performance: Studio Kimchi met the deliverables of the prior contract, delivering the services on time and within budget. To ensure that the new film aligns with ELCHC's objectives, Studio Kimchi will undergo a thorough script and animatic development stage. Collaborative sessions and regular checkpoints will ensure the project adheres to the defined scope, timeline, and quality standards.

Outcome: This collaboration aims to create an animated film that effectively showcases ELCHC's services. The main objective is to assist families in understanding and navigating the system available to children experiencing developmental delays, resonate with our audience, and encourage engagement.

Budget Impact: Up to \$50,000.

ACTION

ITEM III.D.

ISSUE:	Approval of allocation of funds to contract for business leadership training
FISCAL IMPACT:	Not to exceed \$80,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to Business Leadership Institute for Early Learning, Inc. not to exceed \$80,000

NARRATIVE:

Vendor Representative Present at Meeting: Robyn Perlman, President, Business Leadership Institute (BLI).

Product or Service: BLI’s signature professional development program - Master Class Workshop Series – provides participants with the programmatic, management, and financial tools to adjust to the changing economic landscape in order to become financially sustainable and be able to best serve their communities' children and families with quality early education and create a strong professional workforce. BLI developed its mentor program by pairing Master Class participants with successful alumni of the program from prior years. The mentor program quickly became an integral part of the BLI experience. BLI mentors take responsibility for developing themselves through the process of developing others. Selected owners, directors, those responsible for the daily business of an early learning childcare business, as well as those interested in becoming a home-based or center-based small business owner attend 4 full day sessions – one Saturday a month for 4 consecutive months. Sessions are facilitated by subject matter experts in the field of finance, marketing, HR and real estate. As a result, participants develop business plans with budgets, cash flows and marketing initiatives to use as a working document to execute new strategies for increased revenues and profitability. Business plans are reviewed by agencies such as SCORE or SBDC where participants can continue ongoing FREE business consultation. Upon successful completion, participants receive 3.0 CEUs.

Brief History: The ELCHC launched an RFP for business leadership training in January, 2022. BLI won the bid over ten bidders. BLI has successfully trained 223 childcare program owners and directors with the ELCHC with an average evaluation score of 4.5 out of 5.0.

Purpose: To train providers and provide tools to increase revenue and profitability in a post-American Rescue Plan Act world. To prepare providers for accreditation in order to achieve the 20 percent Gold Seal bonus on their School Readiness rates.

Contract Performance: Provide Master Classes for up to 18 participants selected for 2023 – 2024: six (6) family home-based and six (6) center-based childcare businesses that are interested in matriculating into the Accreditation Academy upon successful completion of Master Class plus six (6) participants solely for Master Class who will not be part of 2024 Accreditation Academy.

Outcome: Eighteen participants will develop business plans with budgets, cash flows and marketing initiatives to use as a working document to execute new strategies for increased revenues and profitability. Six participants will become accredited in 2025 or before.

Budget Impact: This is a contract with a budget not to exceed \$80,000.

Participant Testimonials:

“Thank you, guys, for the opportunity that you gave [us], you provided us. For the learning experience, for the new insights. To me like myself, it was everything was completely new. But it was so informative. And I want to say that the integrity subject to me was very eye-opening, very refreshing, very goal-setting. So, I want to thank you guys, for all the information and the time spent with us.”

- Jamilet Rodriguez

“I too, would like to say thank you for the very informative class. And it has been a pleasure taking this class. I take I have learned a lot of things that I take back to different people and different places that have that's running their business or even trying to start their own businesses.”

- Sheila Gibson

“I got it. Thank you so much. It's been an awesome journey. Very supported and encouraged.”

- Ana Lucia Jaramillo

“It was an excellent training. I really think training should be mandatory for business owners...”

Hopefully you guys can you know, offer it, you know? Outside.”

- Tiffany Smith

“I want to say I really enjoyed. That's why I talked so much but I really enjoyed the course. And it was very intriguing. Because I learned a lot. Thank you so much.”

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- Tammy Reddish

“Thank you guys so much. It was an awesome training. And you guys are awesome. Trainer.”

- Veronica Streets

“Good training. I enjoyed myself, I learned a lot. ”

- Vanessa Mitchell

“I want to say thank you for these thought-provoking conversations. Because they cause you to think about things in a different way. Now that you're hearing other directors, hearing other owners, hearing other individuals talking about what they're doing, and even you guys, y'all are showing us, you know, things we need to do to make sure there's no leaks really, and that the business can make as much profit as possible for the owner.”

- Suzette Dean
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PROPOSAL
for
THE BLI MASTER CLASS WORKSHOP NOVEMBER 2, 2023

Presented to
THE EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY, INC.

By
THE BUSINESS AND LEADERSHIP INSTITUTE FOR EARLY LEARNING, INC. (BLI)

BLI's signature professional development program - Master Class Workshop Series - provides participants with the programmatic, management, and financial tools to adjust to the changing economic landscape in order to become financially sustainable and be able to best serve their communities' children and families with quality early education and create a strong professional workforce. BLI developed its mentor program by pairing Master Class participants with successful alumni of the program from prior years. The mentor program quickly became an integral part of the BLI experience. Our mentors take responsibility for developing themselves through the process of developing others.

Selected owners, directors, those responsible for the daily business of an early learning childcare business, as well as those interested in becoming a home-based or center-based small business owner attend 4 full day sessions – one Saturday a month for 4 consecutive months. Sessions are facilitated by subject matter experts in the field of finance, marketing, HR and real estate. As a result, participants develop business plans with budgets, cash flows and marketing initiatives to use as a working document to execute new strategies for increased revenues and profitability. Business plans are reviewed by agencies such as SCORE or SBDC where participants can continue ongoing FREE business consultation. Upon successful completion, participants receive 3.0 CEUs.

Proposed Scope of Services:

A. BLI shall;

1. Have oversight working with ELC Hillsborough for approval of up to 18 participants selected for 2023 – 2024: six (6) family home-based and six (6) center-based childcare businesses that are interested in matriculating into the Accreditation Academy upon successful completion of Master Class plus six (6) participants solely for Master Class who will not be part of 2024 Accreditation Academy.
2. Use its proprietary application to collect participant information as part of the recruitment process for master class series
3. Interview each potential center and/or home-based participant prior to final selection
4. Provide subject matter experts to serve as master class facilitators from the business sector in finance, marketing, human resources, and real estate
5. Coordinate with SCORE or local agency determined by ELC Hillsborough to review business plans and continue to offer business coaching to graduates
6. Disseminate the BLI brand marketing materials for Master Class, including invitations for recruitment dinner

7. Work with ELC Hillsborough to determine venues and finalize logistics for recruitment dinner and master classes

B. ELC Hillsborough County shall;

1. Assist in recruitment, marketing and selection of participants selected for the 2023-2024 family home-based and center-based childcare cohort
2. Assist with recruiting subject matter experts to serve as master class facilitators in finance, marketing, human resources, and real estate, as needed
3. Assist with determining venues for recruitment dinner and master class
4. Provide one point person for ongoing communication with BLI office

C. The Business Leadership Institute for Early Learning, Inc. shall perform the following services to deliver the Master Class Workshop Series:

1. Program Design

a) Curriculum

The proprietary curriculum, V'LOCITY©, explores the most important business concepts related to the industry of child care expressing the social significance of this work and its essential role in the economics of the community. The subject matter of finance, marketing, human resources and real estate is *delivered on site* by subject matter experts who facilitate each session.

The V'LOCITY© curriculum was designed in conjunction with childcare business owners and the corporate sector featuring best business skills and strategies distilled to reflect current and long-term challenges and concerns as well as day to day administration of center and home based childcare small businesses operating in low-moderate income communities.

b) Tools

BLI has designed excel spreadsheets specifically for the childcare industry to determine budgets, teacher – student ratios and cash flows. These spreadsheets are proprietary. BLI presents an onboarding virtual session on the use of these spreadsheets. Participants also receive a hard copy of the curriculum with work sheets that they may have as part of their “business library.” The hard copy of the V'LOCITY© curriculum includes templates for SWOT Analysis, Strategic Planning, Goal Setting, Budgets, and Marketing. **Participants and anyone who receives a copy of the curriculum are required to sign a confidentiality agreement upon receipt of the curriculum.*

c) Mentoring

An essential element is the BLI mentorship program. This cadre of graduates continue to develop themselves through the process of developing others. They lead small groups of participants within a cohort through the program as participants develop business plans. They establish networking opportunities among their group during the course work as well as upon graduation. One (1) mentor for every five (5) to six (6) participants.

d) Business Plan Review

BLI will work with the designated local agency in Hillsborough County to review business plans and work with graduates who may choose to continue business consultation. BLI will process the collection of business plans, delivery to reviewing entity, and return to participant.

2. Target Population

The target population is center-based and home-based childcare center owners and directors in Hillsborough County who are interested in pursuing accreditation for the business and have the ability to complete the accreditation process successfully.

3. Recruitment and Selection.

BLI will utilize a 'Recruitment Candidate Profile' for center-based and home-based selection, to be approved by the ELC Hillsborough County. The selection process shall include the following:

- Application process
- Interview process
- Center agreement

4. Outreach and Communication Strategies

BLI and ELC Hillsborough may co-promote and market the Master Class Series for the 2023 – 2024 cohort including, but not limited to, social media, blog and website postings, earned media, and other methods. Any messaging, memes, or other promotional material developed by ELC Hillsborough to promote this project must be approved by BLI prior to dissemination.

5. Service Time and Period Requirements:

- 4 Master Class Sessions 8:30am to 3pm
 - February 17, 2024
 - March 16, 2024
 - April 13, 2024
 - May 11, 2024
- Business Plan Processing – allow four weeks following the last session

6. Location:

- ELC Hillsborough offices

7. Continuing Education Units:

3.0 CEUs will be awarded to participants who complete the requirements of the series

- Attendance at all four sessions
- Submission of completed business plan

8. Cost: \$76,282.00 - see attached budget

- \$19,070.50 due February 28, 2024
- \$19,070.50 due March 31, 2024
- \$19,070.50 due April 30, 2024
- \$19,070.50 due May 31, 2024

ACTION

ITEM III.E.

ISSUE:	Approval of allocation of funds to contract for materials for early education quality classroom materials (for children with special needs)
FISCAL IMPACT:	Not to exceed \$85,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to Discount School Supply not to exceed \$85,000

NARRATIVE:

Vendor Representative Present at Meeting: {TBD, insert name and title}

Product or Service: The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide the following classroom quality materials:

- **Consumables:** Velcro Dots, Velcro Stripes, Contact Paper, Thermal Laminating Pouches
 - **Preschool Sensory Exploration:** Weighted Lap Pad, Sensory Mats, Hearing Protector Earmuffs, Calming cuddle ball, Sensory Rings, Touch and feel books, Textured Ball set, Sensory Stress Ball Set, Tactile Sensory Discs, Sensory Desk Band, Squishes, Tactile Toys, Gel Bead Sensory Shapes, Chew Textured Bracelet, Chewable Ring Necklace, Liquid Sensory Viewers, Sensory Tubes, Sensory Beads, Spinners Fidgety Toys, Foam Sensory Paint
 - **Preschool Active Play – Balance and Coordination:** Step and balance sensory stones, Colors and Shapes Activity Mats
 - **Preschool Furniture:** Flex-space wooble cushion, Cozy Rectangular Classroom Carpet 4' x 6', Cozy Corner Canopy, Beanbag Seat, Medium Dishwashing Safe Storage Plastic Basket, Small Dishwashing Safe Storage Plastic Basket, Variety of puppets, Calming colors pillows, Regular Heavy Duty Play Tunnel, Super Safe Froggy Jumper, Water – Sand tables, Wooble Chairs, Heavy Duty Storage Unit, Kidney Table, Soft and Small little people figures
 - **Preschool Social Emotional:** Fidget Toys, Behavior Tracking Games, Mindful breathing boards, Moods and Emotion Mirrors, Activity Cards – Yoga and other relaxing activities, Emotions Photo Poster, Social-Emotional Photo Library
 - **Preschool Manipulatives:** Feelings and Emotions Dough Mats, Dough and Modeling Materials, Float and Find Number Bubbles, Float and Find Alphabet Bubbles, Shape Discovering Boxes
 - **Transitions:** Sand Timers (1,3,5 and 10 minutes), Light up Timers, Visual Timers
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- **Preschool Social Emotional Books:** A variety of board books and soft books on topics that address Social Emotional, Social skills for diverse learners (children with disabilities).
 - **Communication / Alternative Communication:** Picture Exchange system support
 - **Motor / Fine Motor Supports:** Interactive Wall Panel

Brief History: Child care centers and homes and families have struggled with access to quality classroom materials tailored for children with unique abilities. The ELCHC's partnership with the Early Childhood Council last year demonstrated that providers receiving special needs coaching required quality classroom materials to be successful. From the American Rescue Plan Act (ARPA) \$32M allocation, ELCHC is committing over \$2M toward serving parents with children with special needs and behavioral concerns that impact learning. The non-profit Autism speaks, estimates that 1 in 36 children in U.S. is diagnosed with autism, Florida's Department of Health reports that there were 363 children with a disability per 1,000 children in voluntary Pre-K in 2022. Historically Early Learning Coalitions enroll fewer than 150 children into a special needs rate for reimbursement for childcare providers and family homes. In Hillsborough, the ELC reported under 20 at the beginning of 23-240 fiscal year; currently the number is over 70. The ELCHC special needs ARPA initiatives attempt to correctly identify, positively impact, and professionally improve the early learning experiences of over 300 children.

For more see:

[Children With Disabilities Receiving Pre-Kindergarten Services - FL Health CHARTS - Florida Department of Health | CHARTS](#)

1 in 36 children has autism in the U.S., [Autism Statistics and Facts | Autism Speaks](#)

Purpose: Provide quality materials to classrooms and children to serve children with special needs and unique abilities.

Goals: Aid children with communication impairments/delays, specific sensory needs, and alternative learning needs. These materials will be used to help create more inclusive environments so that the needs of specific children with unique abilities can be met. There are materials included that will help children better regulate their emotions, decrease maladaptive behaviors, and learn new skills needed to participate in classroom activities and succeed academically.

Contract Performance: This is the first year that the ELCHC will be contracting with this vendor.

Outcome: Classrooms will have environments so that the needs of specific children with unique abilities can be met.

Budget Impact: This is a contract with a budget not to exceed \$85,000.

RFP Posting Details (15 calendar days):

11/13/2023 - RFP was posted to website and Florida Marketplace

11/28/2023 – Posting closed at 5pm

RFP Responses: Three (3) responses were received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the three scorers to come up with a total score with a maximum score of 15 points.

RFP Total Scores with a maximum of 15 points:

Discount School Supply	10.0 (highest scoring bidder)
Kaplan Early Learning Company	8.5
School Specialty	6.6



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL **Early Education Classroom Quality Materials**

November 13, 2023 to November 28, 2023

Inquiries and proposals should be directed to:

Gary Meyer
Chief Financial Officer

Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
gmeyer@elchc.org

I. **GENERAL INFORMATION**

A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract with a single organization that can provide early education classroom quality materials. The estimated spend for this initiative is \$85,000.

B. **Who May Respond.** Any U.S. based organization that provides early education classroom quality materials.

C. **Instructions on Proposal Submission.**

1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on November 28, 2024.

2. **Inquiries.** Inquiries concerning this RFP should be emailed to:

Gary Meyer
Chief Financial Officer
gmeyer@elchc.org

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal’s timeline. Failure to comply with this request will result in disqualification of the proposal.

4. **Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. **Minority-Owned Businesses.** Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in December, 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization who can supply quality materials including but not limited to the items listed below, in a timely manner via drop shipment. Bidders must be able to track deliveries and provide proof of delivery with submitted invoices.

Consumables

Velcro Dots

Velcro Stripes

Contact Paper

Thermal Laminating Pouches

Preschool Sensory Exploration

Weighted Lap Pad

Sensory Mats

Hearing Protector Earmuffs

Calming cuddle ball

Sensory Rings

Touch and feel books

Textured Ball set

Sensory Stress Ball Set

Tactile Sensory Discs

Sensory Desk Band

Squishes

Tactile Toys

Gel Bead Sensory Shapes

Chew Textured Bracelet

Chewable Ring Necklace

Liquid Sensory Viewers

Sensory Tubes

Sensory Beads

Spinners Fidgety Toys

Foam Sensory Paint

Preschool Active Play – Balance and Coordination

Step and balance sensory stones

Colors and Shapes Activity Mats

Preschool Furniture

Flex-space wooble cushion

Cozy Rectangular Classroom Carpet 4' x 6'

Cozy Corner Canopy

Beanbag Seat

Medium Dishwashing Safe Storage Plastic Basket

Small Dishwashing Safe Storage Plastic Basket

Variety of puppets

Calming colors pillows

Regular Heavy Duty Play Tunnel

Super Safe Froggy Jumper

Water – Sand tables

Wooble Chairs

Heavy Duty Storage Unit

Kidney Table

Soft and Small little people figures

Preschool Social Emotional

Fidget Toys

Behavior Tracking Games

Mindful breathing boards

Moods and Emotion Mirrors

Activity Cards – Yoga and other relaxing activities

Emotions Photo Poster

Social-Emotional Photo Library

Preschool Manipulatives

Feelings and Emotions Dough Mats

Dough and Modeling Materials

Float and Find Number Bubbles

Float and Find Alphabet Bubbles

Shape Discovering Boxes

Transitions

Sand Timers (1,3,5 and 10 minutes)

Light up Timers

Visual Timers

Preschool Social Emotional Books

Must include a variety of board books and soft books on topics that address Social Emotional, Social skills for diverse learners (children with disabilities).

Communication / Alternative Communication

Picture Exchange system support

Motor / Fine Motor Supports

Interactive Wall Panel

Responders to the RFP Must Provide:

1. Pricing on the above items.

2. Previous experience providing quality materials for nonprofit organizations; including any issues and resolutions on final outcomes.
3. Warehouse specifications and capacity.
4. Evidence to support durability, longevity and quality of products and materials listed in the proposal. Submitted evidence must include details specifying longevity (in years) of products by citing previous experience, data from the manufacturer or a combination of both.
5. Provide Early Learning Coalition with General Certificate of Conformity (GCC) for their products on the proposal.
6. Access to full vendor catalog is required upon request. Prices must include all shipping and handling.
7. Provide Early Learning Coalition with duplicate packing slips when submitting invoices.
8. Drop Ship items: Drop ship items by 4:00 pm (EST) to the designated shipping location; signature required by recipient. All items, including shelving, cribs and other large items should be delivered into the center or family home. Inside delivery required. Vendors should provide a 'default plan' for providers who will inevitably be told by freight companies that inside delivery is not available, such as a vendor telephone number.
9. Shipping Charges: NO Shipping charges. Prices should reflect delivery fee, if any.
10. Proof of Delivery: Proof of delivery to center/home to be provided to Early Learning Coalition within twenty-one (21) days of receipt.
11. Discounts: The best possible discount on materials should be submitted to Early Learning Coalition because of the potential in the volume of materials that will be purchased.
12. Backorder items: Early Learning Coalition will accept back orders within reason as long as a projected availability date is supplied and guaranteed.
13. Damage Items: Providers contacting a vendor because of a damaged item must be directed to the Early Learning Coalition. This is the only way to match any credits

that may be received and also to ensure replacement with the same item. Early Learning Coalition will facilitate the exchange process. Damaged items must be picked up by vendor.

14. Product Recalls: The Early Learning Coalition is to be notified of all product recalls. Vendor is required to submit a plan to implement the recall. In the event of recalls, vendor ensures complete cooperation in each situation until all safety standards are met.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither the Coalition's responsibility nor practice acknowledging receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.
- d. Pricing (see III. Scope of Services Needed above)
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 13, 2023
Deadline to submit questions	November 20, 2023 to gmeyer@elchc.org Please title subject "RFP: Early Education Classroom Quality Materials Question" Questions will be answered by November 23, 2023
Proposal Due Date	November 28, 2023, 5:00 pm (EST)
Evaluation Period Begins	November 29, 2023
Award and Contract Execution	December, 2023.

VI. RFQ SCORING. Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Ability to meet needs of items listed in scope of services	40%
List of 5-7 current client reviews	20%

Ability to demonstrate exceptional response time and satisfaction guaranteed	20%
Cost/Value	15%
Certified Minority-Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR
 {insert name}
 {Insert title}
 {Insert Vendor Name}

COALITION
 {insert name}
 {Insert title}
 Hillsborough County School Readiness
 Coalition, Inc. d/b/a Early Learning Coalition of
 Hillsborough County

Date

Date

November 27, 2023

Early Learning Coalition of Hillsborough County
Attn: Gary Meyer, CFO
6302 E. Dr. Martin Luther King, Jr. Blvd
Suite 100
Tampa, FL 33619



20 Ryan Ranch Road, Suite 200
Monterey, CA 93940
DiscountSchoolSupply.com

Dear Mr. Meyer,

Thank you for allowing Discount School Supply® (DSS) the opportunity to submit our proposal for RFP Early Education Classroom Quality Materials. Our mission is to provide teachers and parents with the BEST brands at the BEST prices with the BEST service.

Company Background:

Discount School Supply (DSS) is a leading developer, manufacturer, distributor, and retailer of education products which are sold to childcare programs, preschools, elementary schools, and families. Our commitment is to serve early education organizations of all kinds. DSS was founded in 1985 and has been supplying educational products for 38 years. We are the world leading tech-enabled platform company in early childhood and elementary education and proud to offer the widest selection of the best products at the lowest possible prices, with an unbeatable customer service. With offers more than 20,000 early childhood education products from over twenty-five different categories. These categories include Arts & Crafts, Infant and Toddler items and a wide selection of *Educational Furniture*, Outdoor Learning, Block Play, *Manipulatives*, Dramatic Play, Active Play, Storage & Equipment, Math, Science, Language, Music, Health and Safety including Colorations®, a line of top-quality arts & crafts materials; and our original BioColor® paint. Discount School Supply also carries popular national brands such as Crayola®, Fiskars® and more, all at the best values.

DSS provides the best quality items to meet early childhood educational program needs and is particularly aware of the unique needs of non-profit organizations. We have worked to create internal systems and procedures that make ordering easy. Through tax-exemption processing and on-account billing, specialized quoting and reporting capabilities, in-kind donations, specialized product offerings, such as custom kits, budget bundles, family engagement kits and special online content to provide unparalleled service to our non-profit and public-sector customers. You can view our catalog online at www.discountschoolsupply.com to view additional items that fit the needs of your organization. DSS is not a certified Minority-Owned Business.

Pricing:

We would like to offer the Early Learning Coalition of Hillsborough County **20% Off each line item and Free Shipping.**

Shipping and Delivery:

Discount School Supply ships stock items within 3 to 5 days after receipt of purchase order. Drop Ship Items noted with a truck symbol will ship within 3 to 6 weeks and ship directly from our manufacturer. DSS will provide Proof of delivery and provide duplicate packing slips after orders have been shipped or delivered.

General Certificates of Conformity: Please find the link for products we are submitting on this proposal below. This conformity certificates have been provided by our Quality Assurance Department who test our products to ensure they comply with regulations.

<https://excellenceit.box.com/s/0p9mcs39ucpgjmi42b10aac3ildfe5z9>.

References: Please find attached references.

Catalog Access. Please visit our website at www.discountschoolsupply.com

ELCHC Agreement: Enclosed, Section H. Proprietary and Confidential Information, Page 14, #4 is not applicable and noted in the enclosed agreement.

Main Contact:

Alex Reinhard.
Inside Sales Manager
Email: areinhard@discountschoolsupply.com
Ph: 913-303-8489

Website: www.discountschoolsupply.com
Toll Free Number #1-800-627-2829,
Fax Number #1-800-879-3753,
Email address: www.discountschoolsupplv.com.
Online ordering is currently available 24-hours a day.
Hours: Monday through Friday.
8:00am to 8:00 pm – EST and 5:00am to 5:00 pm PST

Sincerely,

Lynn Yeager
VP of Sales
lyeager@excellence.com
800-627-2829

Pricing for Quality Materials



Date: 11/28/2023
 Company: Discount School Supply
 Attn:
 PO#: QUOTE
 Reference #: P4258454

Discount School Supply
 Sales Department
 20 Ryan Ranch, Ste 200
 Monterey, CA 93940
 Phone: 1-800-919-5238
 Fax: 1-800-879-3753
 Email: ServiceTeam@DiscountSchoolSupply.com
 Web: discountschoolsupply.com

BILL TO:
 EARLY LEARNING COALITION OF HI
 6302 E DR MLK JR BLVD STE 100
 TAMPA, FL 33619

SHIP TO:
 EARLY LEARNING COALITION OF
 HILLSBOROUGH COUNTY
 6302 E MARTIN LUTHER KING JR B
 TAMPA, FL 336191165

Ln#	Qty	Item #	Pg#	Description	Price	Extended	w/Discount	Extended	Categories
1	1	STKDOTS	0	HOOK AND LOOP COINS - SET OF 100	\$14.99	\$14.99	\$11.99	\$11.99	Preschool Active Play - Balance and Coordinat
2	1	HLALL	0	HOOK AND LOOP,SELF ADH,25 YRDS EA	\$33.99	\$33.99	\$27.19	\$27.19	Preschool Active Play - Balance and Coordinat
5	1	LROL	0	LARGE CLEAR CONTACT COVER (18"W X 50"L)	\$28.99	\$28.99	\$23.19	\$23.19	Preschool Manipulatives
6	1	LAMPO100	0	100 LAMINATING POUCHES FOR 81/2" X 11"	\$94.69	\$94.69	\$75.75	\$75.75	Preschool Manipulatives
7	1	709364	0	* Weighted Lap Pad	\$32.19	\$32.19	\$32.19	\$32.19	Preschool Sensory Exploration
8	1	709648	0	* Weighted Lap Pad with Handle	\$41.98	\$41.98	\$41.98	\$41.98	Preschool Sensory Exploration
9	1	AP1502J	0	NOISE MUTING HEADPHONES	\$20.99	\$20.99	\$16.79	\$16.79	Preschool Sensory Exploration
11	1	WTDDOG	0	SEL SEN Weighted Plush Dog	\$44.99	\$44.99	\$35.99	\$35.99	Preschool Sensory Exploration
12	1	171256	0	* Pop Fidget Bracelets Set of 6	\$9.99	\$9.99	\$9.99	\$9.99	Preschool Sensory Exploration
13	1	NBBK1	0	AT THE ZOO TOUCH AND FEEL BOOK	\$12.07	\$12.07	\$9.66	\$9.66	Preschool Social Emotional Books
14	1	LTLBK	0	LOOK TOUCH LEARN BK S/2	\$35.98	\$35.98	\$28.78	\$28.78	Preschool Social Emotional Books
15	1	618007	0	MULTI TEXTURE BALLS	\$9.99	\$9.99	\$7.99	\$7.99	Preschool Sensory Exploration
16	1	SENSTRS8	0	EX Sensory Stress Ball 8" Set of 8	\$39.99	\$39.99	\$31.99	\$31.99	Preschool Sensory Exploration
18	1	172434	0	* Tactile Sensory Discs-6 Pack	\$28.99	\$28.99	\$28.99	\$28.99	Preschool Sensory Exploration
19	1	904550BK	0	* Bouncy Band For Chair Black	\$16.99	\$16.99	\$13.59	\$13.59	Preschool Sensory Exploration
20	1	BALLZET	0	Sensory Ballz Set of 5	\$43.99	\$43.99	\$35.19	\$35.19	Preschool Sensory Exploration
26	1	TACTSHEL	0	TACTILE SHELLS - 36 PIECES	\$36.99	\$36.99	\$29.59	\$29.59	Preschool Sensory Exploration
27	1	SGLOW74	0	GLOW SPHERES	\$219.99	\$219.99	\$175.99	\$175.99	Preschool Sensory Exploration
28	1	R707845	0	* Gel Bead Sensory Shapes	\$17.99	\$17.99	\$17.99	\$17.99	Preschool Sensory Exploration
29	1	171256	0	* Pop Fidget Bracelets Set of 6	\$9.99	\$9.99	\$9.99	\$9.99	Preschool Sensory Exploration
30	1	399028	0	SENSORY TUBES	\$44.99	\$44.99	\$35.99	\$35.99	Preschool Sensory Exploration
31	1	VISTRACK	0	ENV VISUAL TRACKING TUBES - SET OF 5	\$99.99	\$99.99	\$79.99	\$79.99	Preschool Sensory Exploration
32	1	709820	0	* Create and Play Sensory Beads	\$39.99	\$39.99	\$31.99	\$31.99	Preschool Sensory Exploration
33	1	FIDGSPIN	0	SEL SEN Solid Fidget Spinner Asstd-12	\$29.69	\$29.69	\$23.75	\$23.75	Preschool Sensory Exploration
34	1	CWFPS	0	COLORATIONS WASHABLE FINGERPAINT,10 CLRS	\$38.99	\$38.99	\$31.19	\$31.19	Preschool Active Play - Balance and Coordinat
45	1	SENSTEP	0	EX SENSORY BALANCE STEPPING STONES 8-PC	\$41.99	\$41.99	\$33.59	\$33.59	Preschool Active Play - Balance and Coordinat
46	1	SENSIL	0	EX SEN SILICONE SHAPES- 8	\$18.99	\$18.99	\$15.19	\$15.19	Preschool Furniture
47	1	WS27PU54	0	Floor Wiggle Seat set of 4, Purple	\$69.29	\$69.29	\$55.43	\$55.43	Preschool Furniture
49	1	CK4867	0	*F GARDEN TIME 48" X 72"	\$127.03	\$127.03	\$101.62	\$101.62	Preschool Furniture
50	1	CANOPY	0	A QUIET SPACE CANOPY	\$91.29	\$91.29	\$73.03	\$73.03	Preschool Furniture
51	1	BBC26CO	0	*F SFTSCAPE CL 26" JR BEAN BAG CONT	\$130.18	\$130.18	\$104.14	\$104.14	Preschool Furniture
52	1	VWICK	0	WICKER-LOOK PLASTIC BIN - SET OF 3	\$62.99	\$62.99	\$50.39	\$50.39	Preschool Furniture
54	1	VWCOMP	0	ENV WICKER-LOOK PLASTIC BIN - S/3 COMP	\$44.99	\$44.99	\$35.99	\$35.99	Preschool Furniture
55	1	MDPSET	0	TODDLER HAND PUPPETS - SET OF 8	\$62.41	\$62.41	\$49.93	\$49.93	Preschool Manipulatives
58	1	DCF650543	0	* MINI COZY WOODLAND PILLOWS 12" SET OF 6	\$145.99	\$145.99	\$116.79	\$116.79	Preschool Furniture
59	1	TUNOUT	0	HEAVY-DUTY OUTDOOR TUNNEL	\$145.61	\$145.61	\$116.49	\$116.49	Preschool Active Play - Balance and Coordinat
60	1	EN3010A	0	* MOB TODD SAND & WATER TBL ASSEMB	\$689.99	\$689.99	\$551.99	\$551.99	Preschool Furniture
61	1	CKORGR	0	*F KIDS ADJ STOOL - GREEN	\$155.38	\$155.38	\$124.30	\$124.30	Preschool Furniture
62	1	EN1519R	0	*F MBL TEACH'S LCKING STO CAB - RTA	\$969.99	\$969.99	\$775.99	\$775.99	Preschool Furniture
66	1	EN1414A	0	*F MOBILE 12-SECTION CUBBY STORAGE ASSMB	\$759.99	\$759.99	\$607.99	\$607.99	Preschool Furniture
67	1	F10087MM	0	* 48" X 72" KIDNEY TBL CHNK LEG MPL/MPL	\$414.73	\$414.73	\$331.78	\$331.78	Preschool Furniture
68	1	ALLPEEPS	0	JUMBO 8IN SOFT PEOPLE - SET OF 28	\$369.97	\$369.97	\$295.98	\$295.98	Preschool Manipulatives
76	1	EMOPOUZ	0	EX EMOTIONS PUZZLES & POSTER - SET OF 9	\$78.99	\$78.99	\$63.19	\$63.19	Alternative Communication
77	1	OURPEEPS	0	EX PHOTO BLOCK MULTICULTURAL PEOPLE 18	\$63.99	\$63.99	\$51.19	\$51.19	Alternative Communication
78	1	MYFRIEND	0	DIFFERENTLY-ABLED PHOTO PEOPLE -6 PC	\$49.99	\$49.99	\$39.99	\$39.99	Alternative Communication
79	1	CULTURAL	0	MULTICULTURAL CHILDRENS SONGS CD	\$24.42	\$24.42	\$19.54	\$19.54	Alternative Communication
80	1	173821	0	*F SEL POP FIDGET-SET OF 8	\$29.99	\$29.99	\$23.99	\$23.99	Preschool Social Emotional
81	1	710455	0	* CALMING TOOLS KIT 1	\$19.99	\$19.99	\$15.99	\$15.99	Preschool Social Emotional
82	1	SPIRLFID	0	SEL SEN Spiral Fidget Toys 144 Pk	\$16.99	\$16.99	\$13.59	\$13.59	Preschool Social Emotional
83	1	172331	0	* Fidget Kit	\$30.49	\$30.49	\$24.39	\$24.39	Preschool Social Emotional
84	1	SENFIDGS	0	SEL SEN Sensory Fidget Assortment	\$126.49	\$126.49	\$101.19	\$101.19	Preschool Social Emotional
93	1	R164055	0	* Classroom Behavior Tracking Kit	\$103.62	\$103.62	\$103.62	\$103.62	Preschool Social Emotional
94	1	174083	0	* CLASSROOM BEHAVIOR REWARD KIT	\$54.99	\$54.99	\$43.99	\$43.99	Preschool Social Emotional
95	1	166978	0	* Expectations&Behaviors Journal 16	\$6.12	\$6.12	\$6.12	\$6.12	Preschool Social Emotional
96	1	BREATHST	0	EX BREATHING BOARDS & BOOKS - SET 4 EACH	\$79.94	\$79.94	\$63.95	\$63.95	Preschool Social Emotional
99	1	HOWUDOIN	0	HOW I'M FEELING TODAY - 24 pcs	\$33.99	\$33.99	\$27.19	\$27.19	Preschool Social Emotional
100	1	CARDPACK	0	YOGA & MINDFULNESS ACTIVITY CARD SET	\$39.59	\$39.59	\$31.67	\$31.67	Preschool Active Play - Balance and Coordinat
103	1	EMPC	0	EMOTIONS & MOODS POSTERS - SET OF 25	\$53.99	\$53.99	\$43.19	\$43.19	Preschool Social Emotional
104	1	RESPCTME	0	EX RESPECTING MYSELF & OTHERS 13 BOOKSET	\$118.95	\$118.95	\$95.16	\$95.16	Preschool Social Emotional
105	1	POSTBOX	0	EMOTIONS POST BOX GAME - 66 PIECES	\$78.99	\$78.99	\$63.19	\$63.19	Preschool Social Emotional
106	1	IBELIEVE	0	I BELIEVE IN MYSELF PB BKS- SET OF 6	\$33.99	\$33.99	\$27.19	\$27.19	Preschool Social Emotional Books
107	1	MOODS	0	MOODS & EMOTIONS CLASSROOM SET	\$58.42	\$58.42	\$46.74	\$46.74	Preschool Social Emotional
110	1	EMOFACES	0	SENSORY GEL EMOTION BEAN BAGS & CARDS	\$29.99	\$29.99	\$23.99	\$23.99	Preschool Social Emotional
111	1	EMOTILES	0	EX EMOTION PHOTO TILES 24PC	\$41.99	\$41.99	\$33.59	\$33.59	Preschool Social Emotional
112	1	CONVO	0	Photo Cards (89) for Children w/Autism	\$38.10	\$38.10	\$30.48	\$30.48	Preschool Social Emotional
113	1	NPRESET	0	EXCELLERATIONS PRESCHL MANIPS -SET OF 3	\$199.17	\$199.17	\$159.34	\$159.34	Preschool Manipulatives
117	1	EMOMAT12	0	12PC COLORATIONS EMOTIONS MODELING MATS	\$13.63	\$13.63	\$10.90	\$10.90	Preschool Social Emotional
118	1	LGRIME2	0	WHT & GLTN FREE DOH 6 PRIME CLRS 18 LBS	\$74.99	\$74.99	\$59.99	\$59.99	Preschool Manipulatives
120	1	DOEXT2	0	STARTER TOOL SET-11 PIECES, 2 PACKS	\$12.99	\$12.99	\$10.39	\$10.39	Preschool Manipulatives
122	1	MEGTOOL	0	MEGA TOOL COLLECTION 4 SETS	\$39.99	\$39.99	\$31.99	\$31.99	Preschool Manipulatives

Ln#	Qty	Item #	Pg#	Description	Price	Extended	w/Discount	Extended	Categories
127	1	AWESOME	0	CLAY MEGA SET - 28 PIECES	\$34.99	\$34.99	\$27.99	\$27.99	Preschool Manipulatives
128	1	BOTHFISH	0	GIANT FISHING SET- 50 PIECES	\$259.99	\$259.99	\$207.99	\$207.99	Preschool Active Play - Balance and Coordinat
131	1	BUSHELS	0	DS FARMER'S MARKET COLOR SORTING SET	\$43.99	\$43.99	\$35.19	\$35.19	Preschool Active Play - Balance and Coordinat
132	1	TIMERS	0	SAND TIMERS- SET OF ALL 5	\$93.99	\$93.99	\$75.19	\$75.19	Transitions
138	1	SQUOTIMER	0	8 INCH AUDIBLE VISUAL TIMER	\$36.95	\$36.95	\$29.56	\$29.56	Transitions
139	1	URGREAT	0	YOU ARE IMPORTANT BOARD BOOK	\$12.49	\$12.49	\$9.99	\$9.99	Preschool Social Emotional Books
140	1	EMOBKS	0	KNOW YOUR EMOTIONS PBK BOOKS - SET OF 4	\$41.99	\$41.99	\$33.59	\$33.59	Preschool Social Emotional Books
141	1	ABILITY	0	DISABILITIES AND DIFFERENCES - 5 BKS	\$48.29	\$48.29	\$38.63	\$38.63	Preschool Social Emotional Books
142	1	FAMBKS	0	FAMILIES PAPERBACK BOOKS - SET OF 7	\$65.99	\$65.99	\$52.79	\$52.79	Preschool Social Emotional Books
143	1	EMOBKS1	0	Emotions Book Kit 1	\$16.99	\$16.99	\$13.59	\$13.59	Preschool Social Emotional Books
144	1	CITIZEN	0	BEING A GOOD CITIZEN BOOKS - SET OF 6	\$53.24	\$53.24	\$42.59	\$42.59	Preschool Social Emotional Books
145	1	FSBSSOEM	0	SOCIAL EMOTIONAL BOOK SET	\$121.98	\$121.98	\$97.58	\$97.58	Preschool Social Emotional Books
146	1	MNYCLTR	0	LIFE AROUND THE WORLD BOOKS - SET OF 6	\$60.49	\$60.49	\$48.39	\$48.39	Preschool Social Emotional Books
147	1	R165663	0	* First Then System	\$31.99	\$31.99	\$31.99	\$31.99	Alternative Communication
148	1	172633	0	* COMMUNICATION REFERENCE CARD - ELLS	\$19.99	\$19.99	\$15.99	\$15.99	Alternative Communication
149	1	SOFTGARD	0	EX SOFT GARDEN WALL MURAL - 14 PC	\$99.99	\$99.99	\$79.99	\$79.99	Fine Motor Support
150	1	WALLKIT2	0	SEL OLS Small Animal Sensory Panels - 6	\$439.99	\$439.99	\$351.99	\$351.99	Fine Motor Support
157	1	WALLKIT1	0	SEL OLS Animal Sensory Wall Panel-Setof3	\$329.99	\$329.99	\$263.99	\$263.99	Fine Motor Support
161	1	CROCWALL	0	F ACTIVITY WALL PANEL - CROCODILE	\$241.48	\$241.48	\$193.31	\$193.31	Fine Motor Support

🚚 * F = Drop Ship Item-Will take 2-6 weeks for delivery
🚚 F = In house Ship

ORDER RECAP	
DISCOUNT/SAVINGS APPLIED	\$1,735.39
FREIGHT/SHIPPING DISCOUNTS APPLIED	\$0.00
TOTAL DISCOUNTS APPLIED	\$1,735.39
PRODUCT TOTAL BEFORE DISCOUNT	\$8,959.80
PRODUCT TOTAL AFTER DISCOUNT	\$7,224.41
SALES TAX	\$0.00
SHIPPING & HANDLING CHARGE	\$0.00
GRAND TOTAL	\$7,224.41

Pricing with Images

Bill To	Ship To
0019713049 EARLY LEARNING COALITION OF HI 6302 E DR MLK JR BLVD STE 100 TAMPA, FL, 33619	0054173141 EARLY LEARNING COALITION OF 6302 E MARTIN LUTHER KING JR B TAMPA, FL, 33619

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	STKDOTS	HOOK AND LOOP COINS - SET OF 100	1	\$14.99	\$11.99	\$11.99	\$3.00
	HLALL	HOOK AND LOOP SELF ADH 25 YRDS EA	1	\$33.99	\$27.19	\$27.19	\$6.80
	LR0L	LARGE CLEAR CONTACT COVER (18"W X 50"L)	1	\$28.99	\$23.19	\$23.19	\$5.80
	LAMPO100	100 LAMINATING POUCHES FOR 8 1/2" X 11"	1	\$94.69	\$75.75	\$75.75	\$18.94
	709364 ND	Weighted Lap Pad	1	\$32.19	\$32.19	\$32.19	\$0.00
	709648 ND	Weighted Lap Pad with Handle	1	\$41.98	\$41.98	\$41.98	\$0.00
	AP1502J	NOISE MUTING HEADPHONES	1	\$20.99	\$16.79	\$16.79	\$4.20
	WTDDOG	SEL SEN Weighted Plush Dog	1	\$44.99	\$35.99	\$35.99	\$9.00
	171256 ND	Pop Fidget Bracelets Set of 6	1	\$9.99	\$9.99	\$9.99	\$0.00
	NBBK1	AT THE ZOO TOUCH AND FEEL BOOK	1	\$12.07	\$9.66	\$9.66	\$2.41
	LTLBK	LOOK TOUCH LEARN BK S/2	1	\$35.98	\$28.78	\$28.78	\$7.20

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	618007	MULTI TEXTURE BALLS	1	\$9.99	\$7.99	\$7.99	\$2.00
	SENSTRS8	EX Sensory Stress Ball – Set of 8	1	\$39.99	\$31.99	\$31.99	\$8.00
	172434 ND	Tactile Sensory Discs-6 Pack	1	\$28.99	\$28.99	\$28.99	\$0.00
	904550BK	Bouncy Band For Chair Black	1	\$16.99	\$13.59	\$13.59	\$3.40
	BALLZET	Sensory Ballz Set of 5	1	\$43.99	\$35.19	\$35.19	\$8.80
	TACTSHEL	TACTILE SHELLS - 36 PIECES	1	\$36.99	\$29.59	\$29.59	\$7.40
	SGLOW74	GLOW SPHERES	1	\$219.99	\$175.99	\$175.99	\$44.00
	R707845 ND	Gel Bead Sensory Shapes	1	\$17.99	\$17.99	\$17.99	\$0.00
	171256 ND	Pop Fidget Bracelets Set of 6	1	\$9.99	\$9.99	\$9.99	\$0.00
	399028	SENSORY TUBES	1	\$44.99	\$35.99	\$35.99	\$9.00
	VISTRACK	ENV VISUAL TRACKING TUBES - SET OF 5	1	\$99.99	\$79.99	\$79.99	\$20.00
	709820	Create and Play Sensory Beads	1	\$39.99	\$31.99	\$31.99	\$8.00
	FIDGSPIN	SEL SEN Solid Fidget Spinner Asstd-12	1	\$29.69	\$23.75	\$23.75	\$5.94
	CWFPS	COLORATIONS WASHABLE FINGERPAINT 10 CLRS	1	\$38.99	\$31.19	\$31.19	\$7.80
	SENSTEP	EX SENSORY BALANCE STEPPING STONES 8-PC	1	\$41.99	\$33.59	\$33.59	\$8.40

Quote Provided By Discount School Supply
Page 2 of 7:

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	SENSIL	EX SEN SILICONE SHAPES- 8	1	\$18.99	\$15.19	\$15.19	\$3.80
	WS27PUS4	Floor Wiggle Seat set of 4 Purple	1	\$69.29	\$55.43	\$55.43	\$13.86
	CK4867 F	GARDEN TIME 48" X 72" 	1	\$127.03	\$101.62	\$101.62	\$25.41
	CANOPY	A QUIET SPACE CANOPY	1	\$91.29	\$73.03	\$73.03	\$18.26
	BBC26CO F	SFTSCAPE CL 26" JR BEAN BAG CONT 	1	\$130.18	\$104.14	\$104.14	\$26.04
	VWICK	WICKER-LOOK PLASTIC BIN - SET OF 3	1	\$62.99	\$50.39	\$50.39	\$12.60
	VWCOMP	ENV WICKER-LOOK PLASTIC BIN - S/3 COMP	1	\$44.99	\$35.99	\$35.99	\$9.00
	MDPSET	TODDLER HAND PUPPETS - SET OF 8	1	\$62.41	\$49.93	\$49.93	\$12.48
	DCF650543 F	MINI COZY WOODLAND PILLOWS 12" SET OF 6 	1	\$145.99	\$116.79	\$116.79	\$29.20
	TUNOUT	HEAVY-DUTY OUTDOOR TUNNEL	1	\$145.61	\$116.49	\$116.49	\$29.12
	EN3010A F	MOB TODD SAND & WATER TBL ASSEMB 	1	\$689.99	\$551.99	\$551.99	\$138.00
	CKORGR F	KIDS ADJ STOOL - GREEN 	1	\$155.38	\$124.30	\$124.30	\$31.08
	EN1519R F	MBL TEACH'S LCKING STO CAB - RTA 	1	\$969.99	\$775.99	\$775.99	\$194.00
	EN1414A F	MOBILE 12-SECTION CUBBY STORAGE ASSMB 	1	\$759.99	\$607.99	\$607.99	\$152.00
	F10087MM F	48" X 72" KIDNEY TBL CHNK LEG MPL/MPL 	1	\$414.73	\$331.78	\$331.78	\$82.95

Quote Provided By Discount School Supply
Page 3 of 7:

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	ALLPEEPS	JUMBO 8IN SOFT PEOPLE - SET OF 28	1	\$369.97	\$295.98	\$295.98	\$73.99
	EMOPUZ	EX EMOTIONS PUZZLES & POSTER - SET OF 9	1	\$78.99	\$63.19	\$63.19	\$15.80
	OURPEEPS	EX PHOTO BLOCK MULTICULTURAL PEOPLE 18	1	\$63.99	\$51.19	\$51.19	\$12.80
	MYFRIEND	DIFFERENTLY-ABLED PHOTO PEOPLE -6 PC	1	\$49.99	\$39.99	\$39.99	\$10.00
	CULTURAL	MULTICULTURAL CHILDRENS SONGS CD	1	\$24.42	\$19.54	\$19.54	\$4.88
	173821 F	SEL POP FIDGET-SET OF 8	1	\$29.99	\$23.99	\$23.99	\$6.00
	710455	CALMING TOOLS KIT 1	1	\$19.99	\$15.99	\$15.99	\$4.00
	SPIRLFID	SEL SEN Spiral Fidget Toys 144 Pk	1	\$16.99	\$13.59	\$13.59	\$3.40
	172331	Fidget Kit	1	\$30.49	\$24.39	\$24.39	\$6.10
	SENFIDGS	SEL SEN Sensory Fidget Assortment	1	\$126.49	\$101.19	\$101.19	\$25.30
	R164055 ND	Classroom Behavior Tracking Kit	1	\$103.62	\$103.62	\$103.62	\$0.00
	174083	CLASSROOM BEHAVIOR REWARD KIT	1	\$54.99	\$43.99	\$43.99	\$11.00
	166978 ND	Expectations&Behaviors Journal 16	1	\$6.12	\$6.12	\$6.12	\$0.00
	BREATHST	EX BREATHING BOARDS & BOOKS - SET 4 EACH	1	\$79.94	\$63.95	\$63.95	\$15.99
	HOWUDOIN	HOW I'M FEELING TODAY - 24 pcs	1	\$33.99	\$27.19	\$27.19	\$6.80

Quote Provided By Discount School Supply
Page 4 of 7:

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	CARDPACK	YOGA & MINDFULNESS ACTIVITY CARD SET	1	\$39.59	\$31.67	\$31.67	\$7.92
	EMPC	EMOTIONS & MOODS POSTERS - SET OF 25	1	\$53.99	\$43.19	\$43.19	\$10.80
	RESPTME	EX RESPECTING MYSELF & OTHERS 13 BOOKSET	1	\$118.95	\$95.16	\$95.16	\$23.79
	POSTBOX	EMOTIONS POST BOX GAME - 66 PIECES	1	\$78.99	\$63.19	\$63.19	\$15.80
	IBELIEVE	I BELIEVE IN MYSELF PB BKS- SET OF 6	1	\$33.99	\$27.19	\$27.19	\$6.80
	MOODS	MOODS & EMOTIONS CLASSROOM SET	1	\$58.42	\$46.74	\$46.74	\$11.68
	EMOFACES	SENSORY GEL EMOTION BEAN BAGS & CARDS	1	\$29.99	\$23.99	\$23.99	\$6.00
	EMOTILES	EX EMOTION PHOTO TILES 24PC	1	\$41.99	\$33.59	\$33.59	\$8.40
	CONVO	Photo Cards (89) for Children w/Autism	1	\$38.10	\$30.48	\$30.48	\$7.62
	NPRESET	EXCELLERATIONS PRESCHL MANIPS -SET OF 3	1	\$199.17	\$159.34	\$159.34	\$39.83
	EMOMAT12	12PC COLORATIONS EMOTIONS MODELING MATS	1	\$13.63	\$10.90	\$10.90	\$2.73
	LGPRIME2	WHT & GLTN FREE DOH 6 PRIME CLRS 18 LBS	1	\$74.99	\$59.99	\$59.99	\$15.00
	DOEXT2	STARTER TOOL SET-11 PIECES 2 PACKS	1	\$12.99	\$10.39	\$10.39	\$2.60
	MEGTOOL	MEGA TOOL COLLECTION 4 SETS	1	\$39.99	\$31.99	\$31.99	\$8.00
	AWESOME	CLAY MEGA SET - 28 PIECES	1	\$34.99	\$27.99	\$27.99	\$7.00

Quote Provided By Discount School Supply
Page 5 of 7:

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	BOTHFISH	GIANT FISHING SET- 50 PIECES	1	\$259.99	\$207.99	\$207.99	\$52.00
	BUSHELS	DS FARMER'S MARKET COLOR SORTING SET	1	\$43.99	\$35.19	\$35.19	\$8.80
	TIMERS	SAND TIMERS- SET OF ALL 5	1	\$93.99	\$75.19	\$75.19	\$18.80
	SQTIMER	8 INCH AUDIBLE VISUAL TIMER	1	\$36.95	\$29.56	\$29.56	\$7.39
	URGREAT	YOU ARE IMPORTANT BOARD BOOK	1	\$12.49	\$9.99	\$9.99	\$2.50
	EMOBKS	KNOW YOUR EMOTIONS PBK BOOKS - SET OF 4	1	\$41.99	\$33.59	\$33.59	\$8.40
	ABILITY	DISABILITIES AND DIFFERENCES - 5 BKS	1	\$48.29	\$38.63	\$38.63	\$9.66
	FAMBKS	FAMILIES PAPERBACK BOOKS - SET OF 7	1	\$65.99	\$52.79	\$52.79	\$13.20
	EMOBKS1	Emotions Book Kit 1	1	\$16.99	\$13.59	\$13.59	\$3.40
	CITIZEN	BEING A GOOD CITIZEN BOOKS - SET OF 6	1	\$53.24	\$42.59	\$42.59	\$10.65
	FSBSSOEM	SOCIAL EMOTIONAL BOOK SET	1	\$121.98	\$97.58	\$97.58	\$24.40
	MNYCLTR	LIFE AROUND THE WORLD BOOKS - SET OF 6	1	\$60.49	\$48.39	\$48.39	\$12.10
	R165663 ND	First Then System	1	\$31.99	\$31.99	\$31.99	\$0.00
	172633	COMMUNICATION REFERENCE CARD - ELLS	1	\$19.99	\$15.99	\$15.99	\$4.00
	SOFTGARD	EX SOFT GARDEN WALL MURAL - 14 PC	1	\$99.99	\$79.99	\$79.99	\$20.00

Quote Provided By Discount School Supply
Page 6 of 7:

Image	Item	Description	Qty	Our Price	Your Price	Your Extended Price	Total Savings
	WALLKIT2	SEL OLS Small Animal Sensory Panels - 6	1	\$439.99	\$351.99	\$351.99	\$88.00
	WALLKIT1	SEL OLS Animal Sensory Wall Panel-Setof3	1	\$329.99	\$263.99	\$263.99	\$66.00
	CROCWALL F	ACTIVITY WALL PANEL - CROCODILE	1	\$241.48	\$193.31	\$193.31	\$48.17

Comments/Notes:

Discount/Savings Applied	\$1,735.39
Freight/Shipping Discounts Applied	
Total Discounts Applied	\$1,735.39
Product Total Before Discount	\$8,959.80
Product Total after Discount	\$7,224.41
Sales Tax	\$0.00
Freight/Shipping Charge	\$0.00
Grand Total	\$7,224.41

Quote is valid for 30 days. Prices and product availability may vary. Quote includes estimated sales tax based on ship to location.

X = Cancelled, Discontinued Items.



Drop Ship Item. Item will be shipped directly from our manufacturer.

ND = Non Discountable Item (no further discount allowed)

Company Experience



Discount School Supply Background

Discount School Supply (DSS) is a leading developer, manufacturer, distributor, and retailer of education products which are sold to childcare programs, preschools, elementary schools, and families. Our commitment is to serve early education organizations of all kinds. We were founded in 1985 and we have been supplying educational products for 36 years. We are the world leading tech-enabled platform company in early childhood and elementary education and proud to offer the widest selection of the best products at the lowest possible prices, with an unbeatable customer service. With offers more than 20,000 early childhood education products from over 25 different categories.

Our categories include Arts & Crafts, Infant and Toddler items and a wide selection of Instructional Curriculum Materials and supplies, Curriculum Activity Kits, Language, SEL, Diversity and World Culture, Inclusion, Outdoor Learning, Arts and Crafts, Block Play, Dramatic Play, Active Play, Storage & Equipment, Math, Science, Language, Music, Health, and Safety. Discount School Supply also carries popular national brands such as Crayola®, Fiskars and more, all at the best values.

Personnel Experience

Alexander Reinhard

areinhard228@gmail.com (913) 303-8489 (w)

1) Early Childhood Experience

Dedicated & experienced professional in the Early Childhood industry having worked extensively with public/private institutions to increase QRIS scores of education programs through curriculum supplementation, classroom-environment analysis and alignment of product recommendations to specific state regulations and quality standards.

Internally trained on CLASS implementation by industry professionals to understand the importance of interactions within the classroom and how to focus, measure, and improve those relationships to foster a comprehensive relationship between teacher & student.

Extensive experience collaborating with early childhood professionals to evaluate classroom practices and design plans/strategies to ensure program's alignment with their specific state licensing requirements.

2) PROFESSIONAL EXPERIENCE

Excelligence Learning Corporation – Discount School Supply

July 2019-Present

Inside Sales Team Manager & Account Director

- Manage & oversee a team of Account Managers & Sales Reps, each with their own national book of business.
- Responsible for facilitating continuous on-the-job training and professional development of team members to stay up to date with industry patterns & shifts.
- Personally manage and grow a national subset of particularly large accounts, encompassing both publicly & privately funded sectors of the education industry

Account Director – Public Schools

- Proven account growth in publicly funded education institutions across a diverse demographic range of account territories
- Experience in addressing curriculum trends and unique purchasing structures specific to education.
- Well-versed in dealing with supplemental grants and the ability to analyze bid/contract verbiage to effectively produce a competitive RFP that aligns with the presiding organization's allocation of funds.

3) Education

University of Massachusetts at Amherst, *Isenberg School of Management*

- Bachelor of Science: Business Administration

Customer Support Team



Customer Support Team

Our Headquarters- Monterey, CA

Discount School Supply
20 Ryan Ranch, Suite 200,
Monterey, CA 93940

Excelligence Learning Fulfillment Center (ELF)

Discount School Supply
17001 W. Mercury Street
Olathe, KS 66061

Website: www.discountsschoolsupply.com

Fein: 77-0407301

Duns# 131615726

Toll Free Number #1-800-627-2829,

Fax Number #1-800-879-3753,

Email address: www.discountsschoolsupply.com

Online ordering is currently available 24-hours a day.

Hours of Operation:

Monday through Friday.

8:00 am to 8:00 pm EST

5:00 am to 5:00 pm PST

Marshall Coleman

Director – Customer Support

Direct: 831-333-2559

mcoleman@discountsschoolsupply.com

Felix Ramos

Customer Support Manager – Monterey, CA

Direct: 831-333-5797

csmanagers@discountsschoolsupply.com

Alyssa Prince

Asst Manager, Kansas City, KS

Direct: 913-303-8491

csmanagers@discountsschoolsupply.com



Jennifer Bieber
Assistant Manager, Kansas City, KS
Direct: 913-303-8455
csmanagers@discountschoolsupply.com

David Maldonado
Customer Service Trainer
Direct: 913-303-8407
csmanagers@discountschoolsupply.com

Account Support:

Our Discount Accounts Managers can be available to provide training support as needed and will work with the Customers in supporting their needs.

Access to Manufacturer Product Line:

We have access to all our manufacturer's full product lines, so if there is a size, color, or configuration you need for your classroom but do not see it in our assortment, chances are we can get it for you. Simply call us and we will work to get you what you need.

Personal Service Managers have full visibility to your account and orders and can assist you with any questions. Our customers can contact us via phone, email, and fax. **Our customer service hours are 5:00am to 5:00pm PST, Monday through Friday.**

Currently, we have two national service centers. One (1) in Monterey, CA and one (1) in Olathe, KS. There are over 30 Personal Service Managers (PSMs) on staff. Our Customer Support Managers are trained to provide quality personal service through a variety of ways. Primarily, PSMs are here to assist our customers with placing orders and to enforce our "nothing to lose" guarantee. PSMs are also available to answer questions about our products and services. When you call Discount School Supply, you will reach a live, unscripted PSM ready to serve you.

Drop Ship Coordinators: We offer a wide selection of children's furniture from a variety of manufacturers and we "drop ship" furniture items directly from the manufacturer to our customers to save on time and costs. Our Drop Ship Coordinators function as the liaisons between our manufacturers, our customer support team, and our customers. Drop Ship Coordinators work directly with the manufacturers and our service teams in a variety of ways to ensure orders, returns, and warranty issues are processed in a timely and efficient manner.

Assistant Managers:

We have two Assistant Manager/Supervisors on staff. The Assistant Managers perform a variety of additional tasks to provide our customers with quality service. Our assistant managers' primary functions are:

Training, re-training PSMs

Call monitoring to ensure the highest quality service, resolving escalated calls to assist customers with resolutions to any issues.

Company Product Quality Statement

Quality Statement

Excelligence Learning Corporation and its subsidiary companies are committed to the delivery of safe, high-quality products to children, parents, teachers and childcare center operators. As a well-respected global leader in the childhood education industry, we are dedicated to ensuring that our products and brand commitments are supported by a robust quality assurance program. To meet this commitment, the Excelligence companies maintain a quality-focused culture to ensure the highest priority is placed on product safety and reliability.

To meet our quality objectives, Excelligence commits to the following:

- Our approach to ensuring the quality and safety of our products will be guided by compliance with applicable state, federal and international quality regulations, codes and standards (as applicable to a particular product or business unit);
- Business unit leaders will ensure procedures are in place that adequately define the expectations for work that supports, or directly affects, product quality, product registration and/or data that supports product quality and consumer safety;
- We will commit to continuously challenging ourselves to improve our quality assurance system to guarantee product safety, prevent quality incidents and eliminate defects through the review of quality objectives and results;
- Members of the Quality Assurance Team will have the appropriate education, training, skills and experience to carry out their work competently, in accordance with applicable regulations and quality policies and procedures;
- Records, documentation and data will be managed in accordance with applicable regulations;
- We will ensure that processes for escalating issues to ensure product integrity and consumer safety are in place and consistently used; and
- We will ensure that our third-party suppliers understand and agree that our sourced products must meet applicable regulatory standards and will be tested to ensure these standards are being met.

Quality is an integral part of the Excelligence companies' core business principles. These principles guide our actions to deliver products that are safe, compliant and preferred. At Excelligence, our commitment is to never compromise on the quality and safety of our products. Quality and safety are essential for the achievement of our ambition to be recognized and trusted to early childhood products that enhance the quality of a child's educational experience and contribute to a healthier future.

Close

The logo for Excelligence, featuring a stylized 'E' with a small 'G' inside it, followed by the word 'XCELLIGENCE' in a serif font.

Company Values and Social Compliance

Our Values

Our Values serve as the cornerstone of our company culture and empower us to serve teachers, parents, partners, the communities we work in, and the children we all service, with IMPACT.

INTEGRITY

We conduct our business with honesty and sincerity, working at all times to earn the trust of our customers.

MASTERY

We work hard to build comprehensive knowledge of our industry and use that knowledge to make a difference for our key customers and exceed their expectations.

PURPOSE

We approach every opportunity with boundless enthusiasm, focused on areas that make a meaningful difference for our customers.

AGILITY

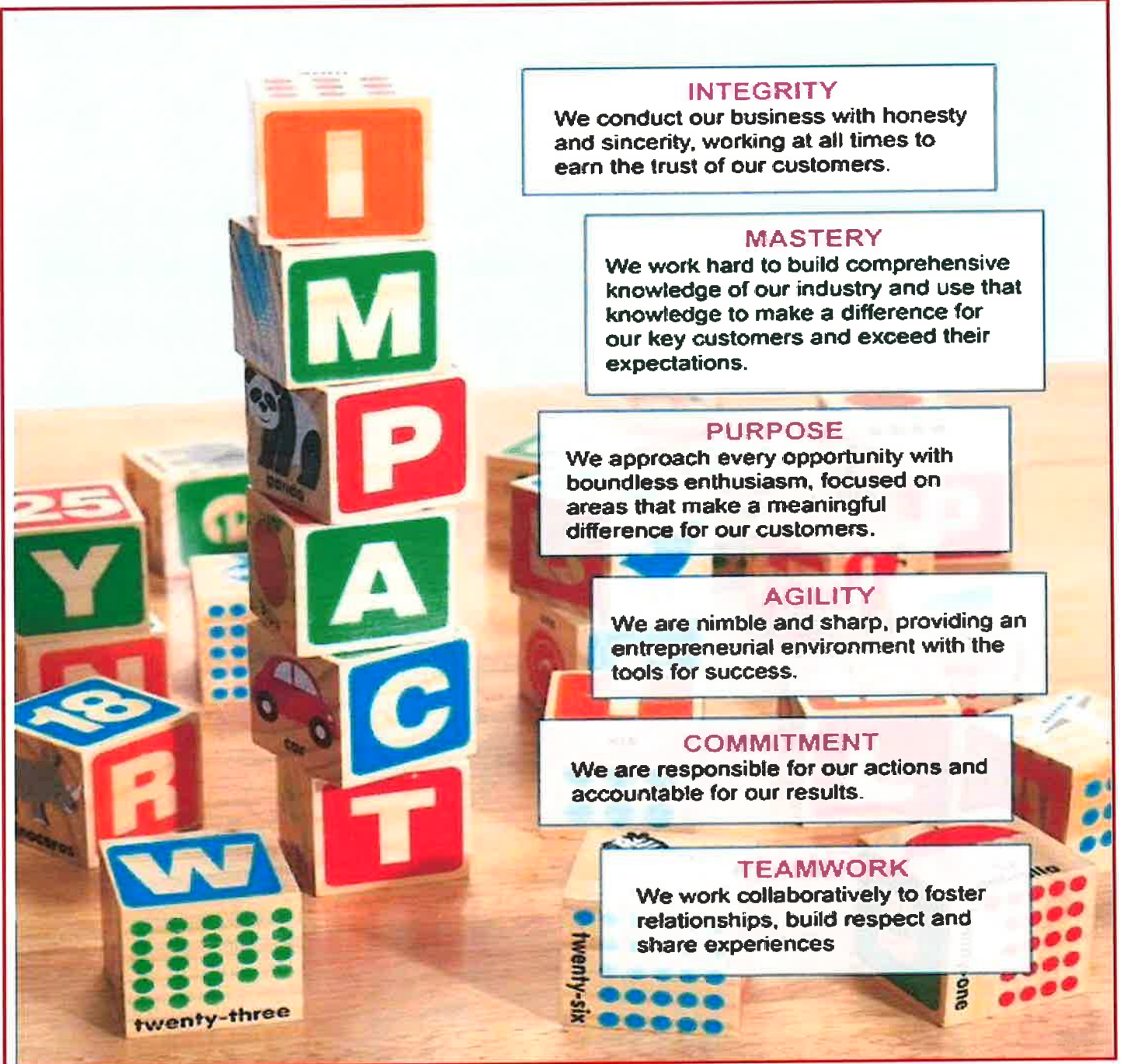
We are nimble and sharp, providing an entrepreneurial environment with the tools for success.

COMMITMENT

We are responsible for our actions and accountable for our results.

TEAMWORK

We work collaboratively to foster relationships, build respect and share experiences



Social Compliance Code of Conduct

Excelligence Learning Corporation and its subsidiaries (together, “Excelligence”) are committed to principles of human rights and social compliance, particularly as it relates to involuntary labor of any kind, including child and indentured labor, human trafficking and slavery.

Our Code of Conduct outlines the basic requirements with regard to working conditions and must be satisfied by each supplier within our supply chain. In addition, suppliers must ensure that their contractors/suppliers adhere to these same Code of Conduct requirements.

All references to “applicable laws and regulations” in this Code of Conduct includes all local, national and international laws, codes, rules, directives, regulations and treaties.

Involuntary Labor: Suppliers shall not use involuntary labor, defined as work or service which is extracted from any person under threat or penalty for its non-performance and for which the worker does not offer voluntarily.

Child Labor: Suppliers shall not use child labor. No person under the age of 15 years is to be employed by the factory. If any applicable law or regulation has a more restrictive definition of child labor, then the more restrictive definition shall apply.

Human Trafficking: Suppliers must comply with all applicable laws and regulations relating to human trafficking and slavery. In addition, there is to be no engagement in the recruitment, transportation, transfer, harboring or receipt of persons by means of threat or use of force. Suppliers must not use threat of force, coercion, abduction or abuse the power of position over another person. Suppliers must not engage in forced labor or services, slavery or practices similar to slavery or servitude.

Working Hours: Suppliers must adhere to all applicable laws and regulations pertaining to working hours and overtime must be consensual. Unless extraordinary circumstances exist, the sum of regular and overtime hours in a week shall not exceed 60 hours, and suppliers shall guarantee that employees receive at least 24 consecutive hours of rest during each seven day period. If an applicable local law differs, suppliers must follow the stricter requirement.

Health and Safety: Suppliers must provide workers with a safe and clean work environment and comply with all applicable laws and regulations governing workplace health and safety. Factories must have safety procedures and equipment in place to prevent accidents and injuries to employees. Access to clean drinking water, washing facilities and an appropriate number of toilets is required.

Compensation: Suppliers must provide fair compensation and benefits to all employees in accordance with applicable laws and regulations and overtime must be calculated at the legally required rate.

Hiring and Disciplinary Actions: Suppliers must accurately verify workers' age and legal right to work within the country prior to employment. Employees must be treated fairly and with dignity and respect. There is to be no use of corporal punishment or any form of physical or psychological coercion, intimidation or violence.

Nondiscrimination: Suppliers shall not discriminate against their employees in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, marital status, political opinion, trade union affiliation, social group, ethnic origin, or any other status protected by law.

Dormitories and Dining: Suppliers and factories that provide residential and dining facilities for their employees must provide a safe, healthy and clean environment. All such facilities shall have safety provisions such as fire extinguishers, first aid kits and emergency exits. In addition, factories should also have security measures to protect employees and their property.

Excelligence has the right to monitor compliance with this policy through the unannounced inspection of facilities by either third party monitors or Excelligence representatives. Suppliers are required to maintain on site documentation regarding their compliance with these standards and must permit full access to facilities for the inspection of employee records.

W-9

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

EARLYCHILDHOOD LLC

2 Business name/disregarded entity name, if different from above

Discount School Supply

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

20 RYAN RANCH ROAD, SUITE 200

6 City, state, and ZIP code

MONTEREY, CA 93940

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
OR
Employer identification number
77-0407301

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

1.4.2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

References



References

Please find below references for several of our Early Learning Coalition customers whom we have provided Quality Material, SEL Infant/Toddler Kits, Educational and Classroom Learning Materials, Equipment and Consumable supplies. We have worked with the Coalitions below to provide them quality materials and have shipped to their various childcare providers to meet their deadlines.

ELC of Polk County

Karen Hallman M.A. Ed.
Contract Compliant Manager
Early Learning Coalition of Polk County
115 Missouri Ave, Suite 201
Lakeland, FL 33815
Ph: 863-577-2450
Email: karenhallman@elcpolk.org

ELC of Miami Dade-Monroe County

Early Learning Coalition of Miami-Dade/Monroe, Inc.
2555 Ponce de Leon Blvd
Suite 210
Coral Gables, FL 33134
Contact: Fiorella Altare Christie, VP of Quality Initiatives
Ph: 305-646-7220
Email: faltare@elcmdm.org

ELC of Orange County

7700 Southland Blvd
Suite 100
Orlando, FL 32809
Contact: Amy Richter
Ph: 407-841-6607
Email: arichter@elcoc.org

ELC of Osceola County, Inc.

1631 E. Vine Street
Suite E
Kissimmee, FL
Contact: Amanda Kelkenberg, CEO
Ph: 321-473-9136

ELC of Palm Beach County

2300 High Ridge Road, Suite 115
Boynton Beach, FL 33426
Contact: Anthony Hernandez
Ph: 561-576-7119
Email: Anthony.Hernandez@elcplambeach.org

Value Added

Value Added Products and Services

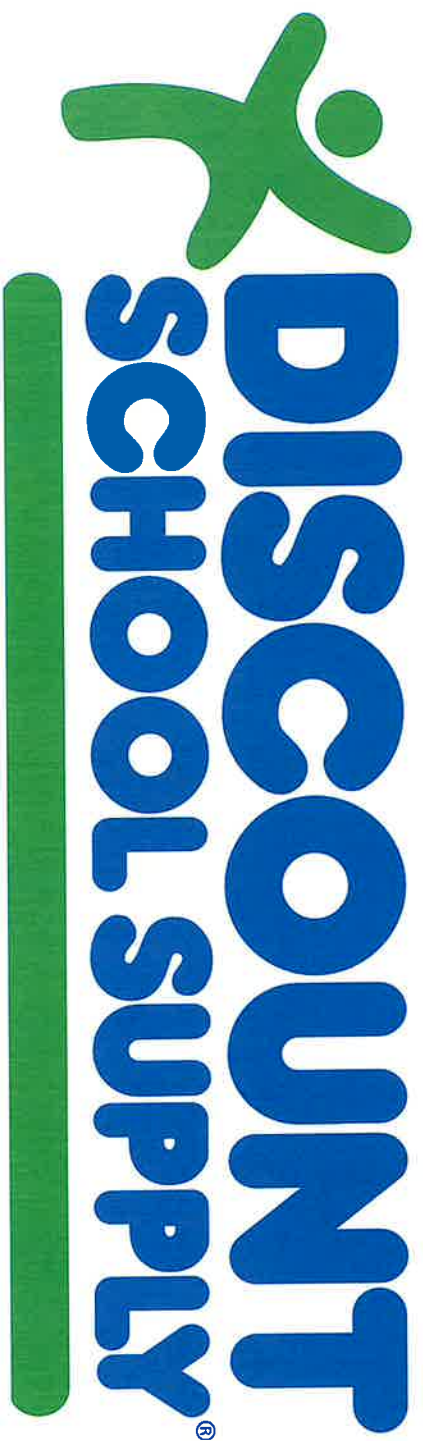
At Discount School Supply, we know educators are looking to save time and money, and resources to help with several services that do just that:

- **Big Savings:** With our incredible everyday values and extra savings for **ELC of Hillsborough** budgets will simply stretch further with Discount School Supply.
- **Resources:** Steve Spangler Science, Budget Bundles, Family Engagement Kits, PPE/Covid and Social Distant Bundles,
- **Fast Delivery:** Our one **(1) State of Art State** distribution facility strategically located across the U.S. provide fast and cost-effective delivery on in-stock product. We deliver in just three days or less to over 90% of the country. Tracking information can be provided as soon as your order ships.
- **Program Correlations:** ITERS, ECERS and other scales are widely used as benchmarks for quality in programs across the U.S., and we make it easy to shop for products correlated to these scales. Simply visit the Resources section of our website to learn more.
- **New Center Openings & Expansion Services:** When it's time to expand or start anew, Discount School Supply is here to help with our expert New Center Openings team of professionals. From planning to purchase, to delivery and set-up, we can help you every step of the way. Visit www.discountschoolsupply.com/nco to learn more.
- **State of Art Services** for New Classroom and Center Openings utilizing the exclusive 3D classroom planner.
- **Easy-Order Tools:** We offer OHR – Order Hold and Release – an easy management tool for ordering online. OHR offers organizations to set approval roles and limits to allow for multiple order-placers and order-approvers within an account. We also offer a quick order form online, and favorites lists, which make reorders a snap.
- **Professional Development:** Discount School Supply invites educators to attend hands-on, topical and practical workshops offered by our educational consultants and early education experts.
- **Ideas Galore:** Free, fun and developmentally-appropriate activity ideas are abundant in the Resources section of our website. Need them on the go? We also have two apps available for mobile devices to help teachers easily browse our wide selection of free Arts and Crafts activities, each with clear goals and outcomes for children.
- **Curriculum Connections** – Suggested Product Lists – We make it easy to choose the best products for your classroom.
- **Grant Database:** Programs looking for grant money can be connected to available streams of dollars in their areas of focus by utilizing our online grant database.
- **Solutions for You:** Discount School Supply offers Solution Kits.(STEM, Arts & Crafts Classroom Furniture, Curriculum, and more) Product bundles, split-shipments for multiple classrooms on a single PO, future ship dates, or special orders are not a problem—if you need it, let's talk about it. We're here to make it easy for you.
- **Free Activities:** Explore endless craft ideas for every season. Visit our website for more of great ideas.

- **Access to Everything:** We have access to all of our manufacturer's full product lines, so if there is a size, color or configuration you need for your classroom but don't see it in our assortment, chances are we can get it for you. Simply call us and we'll work to get you what you need.
- **110% Happy Customer Guarantee:** We want you to be satisfied with your purchase and if for whatever reason you are not, we are here to make it easy with our hassle-free returns and no restocking fees.

Company Capabilities

Order Management System



Order Management System



organize and
streamline your order
approvals

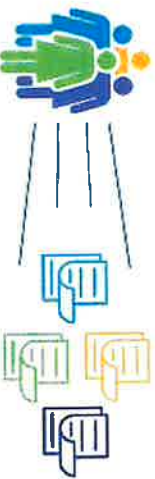
[sign me up](#)

OMS

learn about our
**order
management
system**



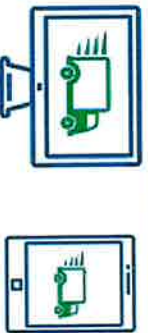
Each teacher or location can enter their order online.



Approvers can review, amend, and then easily place orders.



Users can check the status of requests, track shipping and see order history.



more
organization

more
control

less room
for error

Contact your account manager to begin using our order management system today.

DISCOUNT always low prices
SCHOOL SUPPLY always 110% guaranteed



- OMS nourishes a loyal relationship and increases business.
- We experience an average of 39% growth per OMS customer.
- It is a win-win for everyone involved. Please begin to bring up the advantages of OMS!

OMS



Consolidate all orders

- Each teacher or location can enter their orders online. No more collecting handwritten lists or documents.

Manage order approvals

- As the approver you can determine the order structure, review, amend, and then easily place your orders. And it's all combined on one billing account.

Works on all devices

- Approve orders on desktop, tablet or phone

OMS Roles



Order Placer

- Places orders create orders online (often times the teacher)

Order Reviewer (optional)

- Reviews order, can modify, reject or approve

Order Approver

- Final approver, can modify, reject or approve. Releases order to DSS to ship

Admin Features



Assign user roles

- Administrators can easily modify staff information, address and email for each user and assign 'Order Placer' and 'Approver' roles.

Multiple payment options

- Choose to pay by credit card or on your account.

View order history

- View your entire order history and invoices.

OMS DEMO!

Punch Out Capabilities



ELC of Hillsborough

Punch Out and third-party integration

Discount School Supply offers cXML Punchout capability for corporate clients. Following standards-based cXML procedures DSS is able to integrate with any eProcurement system that supports cXML Punchout. After submitting a Punchout Setup Request to a dedicated DSS URL the client is able to shop the DSS website as a normal customer does. If the client has special pricing terms those will be reflected on the website. After building a shopping cart of items the client is then able to send their cart back to their eProcurement system via a cXML cart message. Their eProcurement system is then able to POST a purchase order to a dedicated DSS URL for processing.

Technology:

We use JDA Direct Commerce for our ERP. The Db is MS SQL.

Our ERP Support Team has more than 90 years of experience in supporting and in developing JDA DC in multiple countries and multiple environments. We use DXC Warehouse Execution Software as our WMS. The Db is MS SQL.

DCX Software has 35 years real-world on-the-floor experience behind their DCX Software Suite.

Our DCX Support Team consists of on-the-ground support in our DC in Kansas, MMCI Automation (DCX Direct Support Team Members), and the JDA DC Support Team.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Company of P		19445
INSURER B: Continental Insurance Company		35289
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Excelligence Learning Corp.
20 Ryan Ranch Road
Suite 200
Monterey, CA 93940

COVERAGES **CERTIFICATE NUMBER:** W30400941 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	1947029	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> <input type="checkbox"/> AUTOS ONLY		1722405	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7034643588	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	80741051	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers' Compensation - CA and Employers Liability Per Statute		80741052	10/01/2023	10/01/2024	EL - Each Accident \$1,000,000 EL Disease - Pol Lmt \$1,000,000 EL Disease - Each Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Early Learning Coalition of Hillsborough County. is included as an Additional Insured as respects to General Liability and Auto Liability.
 The Umbrella/Excess policy Follows Form.

CERTIFICATE HOLDER

Early Learning Coalition of Hillsborough County
 6302 E. Dr. Martin Luther King Jr. Blvd
 Suite 100
 Tampa, FL 33619

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit A
Agreement ELCHC

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement. **NOT APPLICABLE**

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITION's expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITION's interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

<p style="text-align: center;">CONTRACTOR {insert name} {insert title} {insert Vendor Name}</p>	<p style="text-align: center;">COALITION {insert name} {insert title} Hillsborough County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Hillsborough County</p>
Date	Date

EARLY EDUCATION QUALITY CLASSROOM MATERIALS RFP SCORING MATRIX SUMMARY

	<i>1 - School Specialty</i>	<i>2 - Discount School Supply</i>	<i>3 - Kaplan Early Learning Company</i>
Rater 1	2.3	3.3	3.5
Rater 2	2.7	3.1	2.4
Rater 3	1.7	3.6	2.7
	6.6	10.0	8.5

ACTION

ITEM IV.A.A.

ISSUE:	Approval of allocation of funds for Pyramid Model Practices for Children with Behavior Concerns
FISCAL IMPACT:	Not to exceed \$150,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to Pyramid Model Consortium not to exceed \$150,000

NARRATIVE:

Vendor Representative Present at Meeting: Dr. Rob Corso, Executive Director, Pyramid Model Consortium.

Product or Service: From the respondents to the ELCHC Provider Quality Survey, 41 percent said they would like “Pyramid Model, Conscious Discipline® training.” The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide Pyramid Model services to five (5) select inclusion focused childcare providers and childcare homes to enhance capacity to serve children with special needs or behavior concerns to conclude on June 30, 2024.

- A comprehensive, multi-tiered framework of evidence-based practices that promotes the social, emotional, and behavioral development of young children training to early education providers and families in social-emotional learning using the Pyramid Model. (For more information, see [CSEFEL: Center on the Social and Emotional Foundations for Early Learning \(vanderbilt.edu\)](https://www.csefel.vanderbilt.edu/).)
- Evidenced based practice supportive of the inclusion of each and every child.
- Contractor has a successful history of implementing the Pyramid Model.
- Family Support Initiatives – appropriate family engagement material, description of engagement efforts

Background: Childcare centers and homes have struggled to get training on social-emotional learning in order to increase the quality of care for children with special needs. The Pyramid Model is an accepted methodology that has been favorably received by providers over the past few years. From the American Rescue Plan Act (ARPA) \$32M allocation, ELCHC is committing over \$2M toward serving parents with children with special needs and behavioral concerns that impact learning. The non-profit Autism speaks, estimates that 1 in 36 children in U.S. is diagnosed with autism, Florida’s Department of Health reports that there were 363 children with a disability per 1,000 children in voluntary Pre-K in 2022. Historically Early Learning Coalitions enroll fewer than 150 children into a special needs rate for reimbursement for childcare providers and family homes. In Hillsborough, the ELC reported under 20 at the beginning of 23-240 fiscal year; currently the

number is over 70. The ELCHC special needs ARPA initiatives attempt to correctly identify, positively impact, and professionally improve the early learning experiences of over 300 children.

For more see:

[Children With Disabilities Receiving Pre-Kindergarten Services - FL Health CHARTS - Florida Department of Health | CHARTS](#)

1 in 36 children has autism in the U.S., [Autism Statistics and Facts | Autism Speaks](#)

Purpose: To bolster the ability of providers to teach children with special needs through the use of an accepted methodology, the Pyramid Model. The Pyramid Model was developed by two national, federally-funded research and training centers: The Center for the Social and Emotional Foundations for Early Learning (CSEFEL) and Technical Assistance Center on Social Emotional Intervention for Youth Children (TACSEI). These centers' faculty represent nationally recognized researchers and program developers in the areas of social skills and challenging behavior. It is their goal to provide states with the technical assistance and training to establish the systems and policies needed to adopt and sustain the implementation of the Pyramid Model. NCPMI is focused on the implementation of the Pyramid Model to promote the social, emotional, and behavioral outcomes of young children birth to five, address disparities in discipline practices, promote family engagement, use data for decision-making, and foster inclusion of children with, and at risk for, developmental delays and disabilities.



Contract Performance: This will be the first time the ELCHC is contracting with this vendor.

Outcome: Five (5) childcare centers and homes will be trained as a result of this contract.

Budget Impact: This is a contract with a budget not to exceed \$150,000.¹

RFP Posting Details (17 calendar days²):

10/27/2023 - RFP was posted to website and Florida Marketplace

11/13/2023 – Posting closed at 5pm

RFP Responses: One response was received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the three scorers to come up with a total score with a maximum score of 15 points.

RFP Total Scores with a maximum of 15 points:

Pyramid Model Consortium 11.3 (sole bidder)

References from Proposal:

1. Above and Beyond Childcare – Merrimack
 2. The Applewood Learning Center
 3. Early Childhood Adventures Program
 4. Labrecque Family Child Care
 5. Merry-Go-Round Preschool Learning Center
-

¹ The submitted proposal is valued at \$132,450. The not to exceed value of \$150,000 allows for \$17,550 of negotiations for additional services.

² The ELCHC RFP process states that RFP's under \$200,000 will be posted for 15 calendar days.



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL

Pyramid Model Practice for Childcare Provider Centers/Family Childcare Homes Serving Children with Behavior Concerns

Pyramid Model Practices for Childcare Providers/Family Childcare Homes Serving
Children with Behavior Concerns

COVER PAGE

- Lead Vendor's Name: Pyramid Model Consortium
- Lead Vendor's Address:
 - 400 W. Broadway St., Ste 101-507. Missoula, MT 59802
- Single Point of Contact Name, Address and Contact Information:
 - Dr. Rob Corso
 - 400 W. Broadway St., Ste 101-507. Missoula, MT 59802
 - rob.corso@pyramidmodel.org
 - 217-390-0403
- Type of Organization: 501(c)(3) not for profit
- SOW Title: Pyramid Model Practices for Childcare Providers/Family Childcare Homes Serving Children with Behavior Concerns



THE PYRAMID MODEL CONSORTIUM

Supporting Early Childhood PBIS

On behalf of the Pyramid Model Consortium, we are pleased to have the opportunity to apply for the Request for Proposals related to “Pyramid Model Practices for Childcare Providers/Family Childcare Homes Serving Children with Behavior Concerns.” The team we have assembled is uniquely qualified to administer this grant in a manner that will allow us to “land running” on Day 1. As you will see in our responses, our team consists of the following: developers and premier experts in the Pyramid Model, individuals who have worked intensively in center-based and family childcare, experts in adult learning, and experience coaching programs in Hillsborough County. This team has been intimately involved in work that is foundational to every aspect of the work outlined in this proposal.

The **Center on the Social and Emotional Foundations for Early Learning** (CSEFEL) was funded between 2001- 2012 with the focus of promoting the social emotional development and school readiness of young children birth to age 5. CSEFEL was a national resource center funded by the Office of Head Start and **Office of Child Care** with the purpose of disseminating research and evidence-based practices to early childhood programs across the country. CSEFEL developed the Pyramid Model for Promoting the Social and Emotional Competence in Infants and Young Children. In 2008, the U.S. Department of Education, Office of Special Education Programs funded the **Technical Assistance Center on Social and Emotional Interventions** (TACSEI) to support the *inclusion of children with disabilities through the Pyramid Model*. The result is that decision makers, caregivers and service providers developed an enhanced awareness of, understanding of, and ability to use evidence-based practices to improve the social-emotional outcomes for young children with, or at risk for, delays or disabilities.

Through these two federally-funded projects, CSEFEL/TACSEI supported systems building efforts in fifteen states across the country, including Massachusetts. Each of these states has created their own initiative to implement the Pyramid Model Statewide.

All of the states utilize the CSEFEL modules as the basis for training and coaching on the Pyramid Model. While CSEFEL and TACSEI have ended, the demand for support for Pyramid Model training and technical assistance continues to increase. In an effort to meet this continued need, a 501(c)(3) non-profit was created in January 2014 called the Pyramid Model Consortium as a way to continue the Pyramid Model work. ***The Pyramid Model Consortium consists of the founding members of the CSEFEL, TACSEI and the Pyramid Model who are the premier experts on this framework.***

Experience and Successful History of Implementing the Pyramid Model

The Pyramid Model Consortium is comprised of a faculty of 16 of the premier experts in young children's social emotional development alongside a national cadre of over 110 experts skilled in the areas of evidence-based practices for infants/toddlers and preschoolers in (a) nurturing and responsive environments, (b) high quality supportive environments, (c) targeted social emotional supports, and (d) intensive individualized interventions. This cadre continues to support high fidelity implementation of the Pyramid Model in the following areas:

- Statewide systems building
- Supporting program-wide implementation of PBS (PW-PBS)
- Training on the Infant Toddler Modules
- Training on the Preschool Modules
- Positive Solutions for Families
- Parents Interacting with Infants (PIWI) Modules
- Practice-Based Coach training
- TPOT and TPITOS Reliability training
- Trauma Informed Care and the Pyramid Model
- Wellness: Taking Care of Yourself
- Supporting Inclusive Practices for Children with Disabilities training

Over the past 22 years, the members who comprise the Pyramid Model Consortium (PMC) have supported the training of over 50,000 trainers and 20,000 coaches. These individuals have in turn trained an estimated 1,500,000 teachers, educators, providers and administrators impacting several million children. The PMC consists of members who are both researchers and authors of some of the premier early childhood training and professional development materials being utilized across the country. Over the past several years, considerable attention has been paid to enhancing the materials and resources for coaching educators in the Pyramid Model. Within the last year, members of the PMC completed the scientific study of the Teaching Pyramid Observation Tool (TPOT) and it is now a published tool designed to support coaching practices. The TPOT, along with its companion tool developed for infant and toddler providers known as The Pyramid Infant Toddler Observation Scale (TPITOS), were designed to both support and measure the fidelity of implementation of the Pyramid Model.

Several members of the PMC have been researching and designing professional development around Tertiary Practices and Functional Behavior Support for over three decades. In an effort to increase the capacity of states, communities, and local programs to develop professionals who can provide tertiary support, PMC staff recently developed Prevent-Teach- Reinforce for Young Children (PTR-YC). The goal of PTR-YC is to provide training to preschool teams in a manualized set of strategies that maximize the high-fidelity use of function-based interventions for children with the most significant and intransigent challenging behaviors. These strategies align with the top level of the Pyramid Model and are intended only for those children who have not responded to implementation of broader Pyramid Model practices.

Family Support Initiatives – Appropriate Family Engagement Material, description of Engagement Efforts

At every tier of the Pyramid Model, practitioners and programs should consider what strategies might be used to welcome and support diverse families; how to create opportunities to learn from families; strategies for partnering with families to promote child outcomes; and providing the supports and services that families might need to promote their child's skill development. *We have developed a large array of Family Engagement resources to support the Pyramid Model initiative.*

A Sample of Resources include:

The Backpack Series: The Backpack Connection Series was created to provide a way for teachers and parents/caregivers to work together to help young children develop social emotional skills and reduce challenging behavior. Teachers may choose to send a handout home in each child's backpack when a new strategy or skill is introduced to the class. Each Backpack Connection handout provides information that helps parents stay informed about what their child is learning at school and specific ideas on how to use the strategy or skill at home.

Positive Solution for Families: Positive Solutions for Families is an evidence-based, family-friendly workshop of seven sessions to help professionals working with families of children ages 2-5 years. **Positive Solutions for Families** is seven weekly sessions that will provide information to families on how to promote their children's social and emotional skills, understand their problem behavior, and use positive approaches to help their child learn appropriate behavior. The goal of this *evidenced-based, parent training* is designed to promote positive and effective parenting behaviors which will in turn promote children's social and emotional development and address the challenging behavior and mental health needs of children in Head Start and child care programs. Throughout this parent education program participants will learn how to promote children's social and emotional skills, understand their problem behaviors, and use positive approaches to help children learn appropriate behavior. These sessions will give parents with general information on key strategies that may be used with all

children; however, sessions are not designed to offer parents specific advice for their child's individual issues. At the conclusion of the program, parents will be offered a routine guide that provides advice for supporting their children across common family routines.

Making Life Easier: Many families find routines like bedtime and naptime to be a challenge for them and their children. Sleep problems can make infants and young children moody, short tempered and unable to engage well in interactions with others. Sleep problems can also impact learning. Parents also need to feel rested in order to be nurturing and responsive to their growing and active young children. This installment of the Making Life Easier' series provides a few proven tips for making daily routines at home easier for both parents and children. Also includes a handy tip card for quick reference.

Current Client Reviews/Testimonials

The following reviews are testimonials provided by Childcare centers and family childcare home providers supported to implement the Pyramid Model in partnership with the Pyramid Model Consortium. As we start our third decade of work supporting the Pyramid Model in childcare, we have worked directly with thousands of providers in every state. Additional references are available upon request.

Above and Beyond Childcare - Merrimack

As Leadership Team Members, we experience Pyramid Model Implementation at Above and Beyond Childcare in Merrimack supports our teachers and director by.

- "Influencing my teaching by allowing me to express myself in a positive way"-
Sammi
- "Helping me better understand and support staff." - Jenn
- "Helping me better support families in understanding their child's emotions" -
Nicole
- "Helping me engage with children to better help them focus" – Susan

- “Helping me change my way of thinking to better support my children’s emotional needs and challenging behaviors” – Sabrina

The Applewood Learning Center

"I always thought our program was high quality. We have degreed teachers, some with Masters degrees, low ratios, an attention to detail...we were doing pretty well. Then we started working with our Pyramid Model coach, and I learned just how much further we had to go. The Pyramid Model took us from a "pretty good" program to an "outstanding" program in terms of quality. The classrooms that have been coached have shown significant strides in the decrease in challenging behavior. We have individual children who we were anticipating needing early intervention who now show no signs of needing that additional support because they've been with a teacher who is dedicated to fully implementing the Pyramid Model program. I've watched older children take the initiative to assist younger children solve problems without any intervention from the teacher. They've learned how to do that from this program. Through having their emotions validated, having clear expectations with consistent choices, and building social and emotional skills, these children are set up for a future that is truly limitless! They have the skills they need to take them into adulthood - in fact, some of their skills are far more advanced than many adults I know!"

Libby Brunette - Director

Early Childhood Adventures Program

"Upon connecting with a family this past week, as a childcare provider using Pyramid Model strategies, I was able to communicate with a family about bridging gaps between home and school. By having conversations, we were able to come to common ground with appropriate behavior management with their toddler."

Amee Francoeur, Director

"I do coaching through the Pyramid Model. One of my goals was to have classroom rules. I introduced these rules at circle time where we talked about what each of them meant. I created flashcards with pictures of the children doing the rules, which they loved because they could relate so much more. I let parents know that this was what we were focusing on as a class. After a couple of days of us doing this, I had a child's parent come up to me saying that their child has had her older sister write down rules for our house. I thought that this was a great example of how the pyramid model works. It shows that incorporating things at school from the pyramid model will branch out into home life. This child took how we had rules at school and wanted to apply that at home and got creative. Got her older sister's help and wrote them down and mom sent me a picture. This was a great way for me to also feel great about how me implementing these things in the classroom is going to be on the classroom."

Ana Becker, Coach

Labrecque Family Child Care

As a family childcare provider, I received wonderful training in the Pyramid Model. It started through my local resource and referral agency. It became more in-depth with online meetings and home visits when I also trained with Christina Denis. Learning about the Pyramid Model, and implementing it, has been a game changer in my childcare program. In a nutshell, the purpose of the Pyramid Model trainings is to be able to help children with their social and emotional development. And before we can do that, we caregivers need to know and understand a child's social and emotional development, because a child doesn't. They would otherwise just react. My favorite thing to implement is our Quiet Corner. Through implementation of the Pyramid Model practices, the older children need little reminder now that they can use the quiet corner whenever they want a quiet moment. If upset, they can calm themselves down with little or no help. And sometimes they just want to be alone. It's all okay. They are learning about their emotions and how to handle them.

I wish I'd had this training earlier in my career and I hope more family childcare programs learn and implement the Pyramid Model. Many family childcare providers are alone with children all day. And sometimes we need help with their big emotions, and even sometimes we need help with our big emotions as we deal with theirs. Pyramid Model is a great tool! I can't emphasize and encourage it enough!

Gail Labrecque, Family Childcare Owner

Mary-Go-Round Preschool Learning Center

“Our center has recently formed our Pyramid Model Leadership Team and monthly meetings with our coach. My Initial thought was that my teachers would find it to be daunting and unnecessary extra work for them. However, after three meetings with our coach I am happy to say that me and all of my staff are embracing all that the Pyramid Model has to offer for improving our center. Having a coach to guide has been instrumental in the changes we have already made to more focus on social and emotional development and a strong foundation for our center as a whole. We are very excited for what positive changes this model will continue to bring to our center!”

Mary-Go-Round Preschool Learning Center.

-Owner of Mary-Go-Round, MaryAnn French

Quality Specialist IL Child Care Resource & Referral

As you both know - My passion has been and will always be for family childcare. For 23 years I ran a very successful business - not because I provided excellent care to kids, but because I built relationships with families. When I became a Quality Specialist, I had to focus my time on the scales, the environment and I was becoming burnt out on the checklists and very black and white answers we gave our programs. I was truly envious of the Mental Health consultants, because they got to look beyond the behavior and see the reason for it - something I could absolutely see, but because of the perimeters of my position, was not allowed to spend much time there. This is from Patty Thompson - one of our FCC Pilot participants. The back story is - this little guy had

trouble for months transitioning into care - for months it was a battle for mom and Patty (big old fit that disrupted everyone's morning and exhausted everyone before the day even began!) and she would just tell him he was fine - take him to the group and try to engage him in an activity immediately. Since taking the Pyramid Modules, she realizes he just isn't ready to commit to the morning routine and needs a quiet entrance and the chance to decide when he enters play and routines. He now enters her care quietly, puts his own things away and greets Patty - says goodbye to mom and sits on her stairs to read until he's ready to join. I am so proud of this entire situation I just had to share!!! The work we have been doing over the last two years has become the very favorite part of my day and I honestly think the rest of my work has become better because I now prioritize the classroom/program work to include the social emotional aspects of working with children before I even open the scales.

- Sue Murphy, Quality Specialist

Detailed Scope of Work

Ability to demonstrate exceptional response time and satisfaction guaranteed

Given the short time available with this initiative, it is critical to select a contractor that can land running on day 1. All of the services outlined in the scope of work below are able to be provided immediately or easily within the timeline of this short-term funding. As an organization, we pride ourselves on both being nimble and designing professional development in a manner that adjusts to the unique needs of each community.

Description of how you intend to deliver the services and accomplish the objectives outlined herein.

Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.).

Over the past year, Hillsborough ELC has taken advantage of the ePyramid self-paced modules. During the time period of this funding, we will be releasing new Infant Toddler eModules (estimated date 12/31/23) and new Preschool eModules (estimated date 2/28/24) that reflect that update materials released by the National Center on Pyramid Model Innovations in the early part of 2023.

In addition, new material, including live/via Zoom and self-pace eModules will be released for Family Childcare providers. With support from this grant, we could ensure that providers in Hillsborough ELC are the first in the country to access this new content.

Two additional eModules will also be available in 2024. Content that supports the inclusion of children with IFSPS and IEPs through the lens of Pyramid Model and Program-wide Adoption of the Pyramid Model will be released.

As part of this grant, we can provide access to 1000+ providers in in Hillsborough ELR catchment area. Modules can be selected based on interest area by provider (eModules range in cost from \$29- \$69 per module - estimated cost: [\\$50,000](#)).

For the 5 select sites, we will provide additional Coaching to run them through the eModules cohorts with a Peer Learning Community approach. The cohorts are designed to add a human touch point and help participants implement the Pyramid Model practices. Facilitators will lead Cohorts through reflections and action planning that are structured and inspired by the ePyramid content. More specifically, the sessions are designed to help staff discuss the lessons, provide reflection and ask questions while implementing the practices. Up to 100 practitioners and administrators at the 5 target sites can participate in a PLC format. (PLCs range from 12- 15 teachers and run 6 – 18 weeks estimated cost is \$2350 for 7 PLCs: [\\$16,450](#)).

With the focus on Inclusion and the timeline of the International Early Childhood Inclusion Institute in Chapel Hill, NC on May 7-9, 2024, we recommend funds be used to support at least one practitioner at each of the target sites participant in this high-

quality conference (estimated cost for registration and travel is \$2500 pp for 5 people : \$12,500).

Given the shortage of staff and burn out in the field, we recognize that difficulty in finding time for professional development. This budget includes funds to help stipend teachers /providers for any work conducted outside of work hours. These funds can also be used by the target programs to pay for substitutes, where available, to support increasing access to more time for professional development (estimated cost: \$20,000).

We also believe that providing an external coach and facilitator would be beneficial to limit the impact of work on anyone local at Hillsborough ELC. Two key individuals, **Amanda Tamagni** and **Elizabeth Appleton**, are key staff that can play this outside support role. Both Amanda and Elizabeth are steeped in understanding the context of Pyramid Model and Hillsborough County. See information below for more information about these two key consultants. Amanda and Elizabeth are both able to support a community-wide leadership team in Hillsborough ELC, if there was interest to develop a long-term sustainability plan for the work. (based on 10days at \$1750 a day estimated cost: \$17,500).

We are also poised to provide at least one round of Positive Solutions for Families. As part of this effort, another key member, **Dr. Anna Winneker**, deliver a Train the Trainer of Positive Solutions for Families to allow individuals in Hillsborough ELC to continue offer this support after the life of this grant (based on 4 days at \$1750 a day estimated cost: \$7,000).

For the 5 targeted sites, we would also like to include some Readiness/Exploration work to help set them up for deeper 'systems' work. This series would be support by **Aimee Ackley** who has many years of experience supporting childcare programs in moving towards Program-wide Implementation (based on 1 days at \$1750 a day estimated cost: \$1,750).

Finally, we would also like to offer to sets of webinars series. The first is a 5-part series on "Unpacking the Pyramid." These are based on 1.5 – 2-hour workshops that

focus on the high impact Pyramid Foundational Practices. The second is a 4 to 6-part Inclusion Series. Similarly, these are based on critical but easy to implement strategies that can providers can use to support the inclusion of children with IFSPs and IEPs in their childcare program. See Appendix B for a sample of these series. (based on 3 days at \$1750 a day estimated cost: \$5,250 plus copies of the Unpacking the Pyramid Book - \$2000 for up to 40 people = \$7,250).

Total Cost for all deliverables: \$132,450.00

Biography of key personnel involved in service delivery

Rob Corso, PhD. is the Executive Director of the Pyramid Model Consortium and a Senior Research Associate at Vanderbilt University. Previously, he served as the Project Coordinator of the Center on the Social and Emotional Foundations for Early Learning (CSEFEL). Additionally, he was on the leadership team for the National Center on Quality Teaching and Learning (NCQTL) and served as the Principal Investigator for the Head Start Disability Services Quality Improvement Center (DSQIC) in Region V. Dr. Corso's interests include the evaluation of professional development projects for programs serving young children and their families. He has conducted many large-scale evaluations of programs serving children and families over the last decade and developed outcomes frameworks for measuring the impact of in-service training for nationwide training program's efforts aimed at improving the capacity of Early Head Start, Migrant and Seasonal Head Start, and child care to enhance their services to young children and their families. In addition, Dr. Corso served as an administrator for both Head Start and child care programs. He has co-authored several works around professional development and the delivery of culturally and linguistically responsive early childhood education.

Amanda Tamagni, Ed.D., is a Learning and Development Facilitator in the Department of Child and Family Studies, [Florida Center for Inclusive Communities](#) at the University of South Florida. She provides technical assistance and training on inclusive early childhood practices and provides support to programs to build their

capacity for implementing high quality inclusion in early childhood settings. She has a B.A. in Psychology, an M.S. in Social Work, and an Ed.D. in Educational Leadership. Amanda previously provided technical assistance and training with the state technical assistance center to school districts in the state of Florida. In this role, she worked to build district capacity, create district infrastructure, support the implementation of evidence-based practices, and support the creation of high quality inclusive early childhood environments. Amanda has worked in early childhood special education for over 20 years and has extensive experience in teaching, training, coaching, and providing technical assistance to support high quality inclusion and implementation of evidence-based practices in early childhood education.

List of prior related work.

Elizabeth Appleton is the Director of an Early Childhood Mental Health Consultation program at Tykes & Teens which is a non-profit mental health organization that services children birth to 18 years old. The programs focus is on using relationship-based approaches, evidence-based practices, and trauma-informed care to provide positive outcomes for young children in early care and education programs. She has experience in collaborating with staff that care for infants, toddlers, and preschool-age children in helping the caregivers with strategies that promote social and emotional development and reduce challenging behaviors. Additionally, she provides training and technical assistance to programs on the implementation of the Pyramid Model through the Pyramid Model Consortium. Previously, Elizabeth worked for the University of South Florida as a coach and trainer collaborating with early care and education programs on developing leadership teams and using data-based decision-making. Her goal is to help children receive the right amount of support and care to be successful in school and within their community.

Anna Winneker has a professional and educational background working with children identified with emotional/behavior disorders in settings ranging from residential treatment to inclusion. She completed her PhD in Curriculum and Instruction with an emphasis in exceptional student education and qualitative research. Anna currently directs the Program-Wide Positive Behavior Support Project at USF. This project

supports early childhood education programs to implement the Pyramid Model program-wide with fidelity. She also works with the National Center for Pyramid Model Innovations to develop products and provide technical assistance for promotion of social-emotional competence and inclusive practices for young children and families. Anna has experience providing training and technical assistance to implement evidence-based practices within a multi-tiered framework in a variety of settings including state-level agencies, school systems, childcare programs and classrooms.

Aimee Ackley, MSW, M. Ed. & BCBA., spent 2001 - 2013 in her local Head Start program as a teacher, Assistant Education Supervisor and eventually Mental and Behavior Specialist where her primary role was implementing Program Wide Pyramid Model Implementation throughout 8 Head Start sites across Lancaster County. Aimee also worked for Hildebrandt Learning Centers as their Positive Behavior Support Specialist and worked 8 years for Early Intervention Technical Assistance supporting social emotional development across the state of Pennsylvania. Additionally, she served as the Central Regional Facilitator in the Pennsylvania Positive Behavior Support Network supporting local internal and external coaches in the implementation of Program Wide Pyramid Model Implementation. Aimee currently serves as a consultant with the Pyramid Model Consortium since the spring of 2016 providing TA to states implementing the Pyramid Model in effort to eliminate suspension and expulsion in their states and also provides professional development and coaching in topics such as Leadership Team Development, Pyramid Model Modules, Practice Based Coaching and TPOT Reliability Training.

Demonstration of Additional Services at No Charge

If we are selected as the vendor, we would like to offer the 5 targeted sites free access to the over 400 Pyramid Practice events that we run virtually each year. These trainings include: Teaching Pyramid Observation Tool (TPOT) Reliability Training, The Pyramid Infant Toddler Observation Scale (TPITOS) Reliability Training, Prevent Teach

Reinforce for Young Children (PTR-YC), Prevent Teach Reinforce Families (PTR-F) among many others.

As the developers of the Pyramid Model, we are uniquely qualified to support these deliverables. With over 20 years of experience supporting childcare programs to implement Pyramid Practices, we look forward to expanding our partnership with the ELC of Hillsborough to support programs in your area.

Appendix A - Agreement

If selected, we are pleased to sign the Agreement to enter into a standard ELCHC contract (see Exhibit A).

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of **{insert date}**, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and **{insert vendor name}** with offices at **{insert Vendor address}** ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on **{insert commencement date}** or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on **{insert end date}** ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for **{insert goods or services}** in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on **{insert proposal date}** (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. **{insert Scope of Work details as needed}**.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by **{insert end date}**.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed **{insert price}**.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. **{insert payment schedule; Florida Statute does not allow for prepayment of goods or services}**. All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR

be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

- 1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
- 2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
- 3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
- 4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

- 1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.
- 2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
- 3. An item will not be considered confidential information of the COALITION if it is:

- a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.

2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
 - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or

2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

<hr/> CONTRACTOR {insert name} {Insert title} {Insert Vendor Name}	<hr/> COALITION {insert name} {Insert title} Hillsborough County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Hillsborough County
<hr/> Date	<hr/> Date

Appendix B

Unpacking the Pyramid and Inclusion Webinar Examples



Unpacking the Pyramid Model

A Virtual Course of Five Segments

Based on the newly released book, *Unpacking the Pyramid Guide for Preschool Teachers*, this series will focus on crucial topics associated with effectively using Pyramid Model practices with preschool-aged children. Attention will be given to the understanding the Pyramid Model framework and implementing evidence-based practices at the classroom/student level.

Segment 1

Supportive Classroom Environments

October 15, 2021 – 11:00 am -12:30 pm

[Click Here to Register!](#)

Segment 2

Developing and Modeling Emotional Literacy

November 19, 2021 – 11:00 am -12:30 pm

[Click Here to Register!](#)

Segment 3

Using and Developing Friendship Skills

December 17, 2021 – 11:00 am -12:30 pm

[Click Here to Register!](#)

Segment 4

Problem Solving Skills for Children

January 21, 2022 – 11:00 am -12:30 pm

[Click Here to Register!](#)

Segment 5

Understanding and Preventing Persistent Challenging Behavior

February 25, 2022 – 11:00 am -12:30 pm

[Click Here to Register!](#)

Targeted Strategies of Successful Inclusion for Children with Disabilities



Join us for this 4-part series!

Power of Peers

January 9, 2024
4:30 pm to 6:30 pm EST

This presentation will help teams prepare for and implement a peer social skills package to support the social skills development of all children, especially those in inclusive classroom settings. We will address four basic questions regarding peer-mediated social skills implementation: 1) What are the key skills to teach, 2) How to teach typical children intervention skills, 3) How to embed social skill opportunities across the day and, 4) What child outcomes can we expect.

Routines within Routines within Routines

January 16, 2024
4:30 pm to 6:30 pm EST

This training on Routines will demonstrate how purposeful and effective routines can provide a high-quality learning environment. Participants will use a hands-on approach to build upon past pyramid experiences to recognize the importance of predictable consistent routines to promote engagement and independence for all students. The presenter will use participants' activities to build upon their routines to embed learning opportunities. The presenter will provide content using multimedia to provide examples and activities for participants.

Building Individualized Supports

January 23, 2024
4:30 pm to 6:30 pm EST

This session will focus on how to develop goals and how to intentionally embed these goals throughout the day. Strategies for creating meaningful goals with measurable objectives will be presented. This session will also explore intentionally embedding instructional and social opportunities throughout the daily in all daily activities. This interactive session will include group and breakout room activities.

Data-Based Decision Making

January 30, 2024
4:30 pm to 6:30 pm EST

This session will focus on data collection and how to use the data collected to drive instruction and make decisions. We will explore “what”, “when”, and “how” for collecting data including prompting hierarchies and how to use prompting to reach independence. Strategies will be presented that maximize the use of data including how to use data to monitor progress, using that data to make decisions about instruction, and utilizing data to make classroom and program decisions. This interactive session will include group and breakout room activities.

Register Here!

PYRAMID MODEL RFP SCORING MATRIX

	<i>1 - Pyramid Model Consortium</i>
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Rater 1	3.2
Rater 2	3.8
Rater 3	4.3
	<hr/>
	11.3

ELCHC Board of Directors Special Meeting-December 11, 2023

ACTION

ITEM IV.A.B.

ISSUE:	Approval of allocation of funds for Interventionists, Behavioral Specialists, and Speech Therapists for Children with Special Needs
FISCAL IMPACT:	Not to exceed \$150,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to Independent Living Inc. not to exceed \$150,000

NARRATIVE:

Vendor Representative Present at Meeting: Stephanie Harris, Administrative Director/Owner, Independent Living Inc.

Product or Service: Of our providers surveyed, 49 percent said they would like inclusion and special needs training and supports. The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide the selected five (5) childcare providers/childcare homes who are selected to work with children with special needs with:

- Child intervention services: identifying and providing effective early support to children and young people who are at risk of poor outcomes. Effective early intervention works to prevent problems occurring, or to tackle them head-on when they do, before problems get worse.
- Speech therapy services: Speech-language pathologists (SLPs), often called speech therapists, are educated in the study of human communication, its development, and its disorders. SLPs assess speech, language, cognitive communication, and oral/feeding/swallowing skills. This lets them identify a problem and the best way to treat it.
- Behavior specialist services: Applied behavior analysis (ABA) is a type of therapy that seeks to improve or address certain behaviors, which can range from social skills to academic abilities. ABA therapists typically work one on one with their patients, who may be children, teens, or adults. Each of the above services will be provided to each of the five (5) selected childcare/childcare homes on rotating schedules to ensure that the children and families receive what they need to improve during their early education experience.

Brief History: Child care centers and homes have struggled with targeted resources to work with children with special needs. From the American Rescue Plan Act (ARPA) \$32M allocation, ELCHC is committing over \$2M toward serving parents with children with special

needs and behavioral concerns that impact learning. The non-profit Autism speaks, estimates that 1 in 36 children in U.S. is diagnosed with autism, Florida’s Department of Health reports that there were 363 children with a disability per 1,000 children in voluntary Pre-K in 2022. Historically Early Learning Coalitions enroll fewer than 150 children into a special needs rate for reimbursement for childcare providers and family homes. In Hillsborough, the ELC reported under 20 at the beginning of 23-240 fiscal year; currently the number is over 70. The ELCHC special needs ARPA initiatives attempt to correctly identify, positively impact, and professionally improve the early learning experiences of over 300 children.

For more see:

[Children With Disabilities Receiving Pre-Kindergarten Services - FL Health CHARTS - Florida Department of Health | CHARTS](#)

1 in 36 children has autism in the U.S., [Autism Statistics and Facts | Autism Speaks](#)

Purpose: To provide child intervention, speech therapy, and behavior specialist services in five (5) childcare providers/childcare homes to improve care and directly and promptly address needs.

Contract Performance: This will be the first time the ELCHC is contracting with this vendor.

Outcome: Five (5) child care centers and homes will receive targeted resources as a result of this contract.

Budget Impact: This is a contract with a budget not to exceed \$150,000.

RFP Posting Details (30 calendar days):

10/20/2023 - RFP was posted to website and Florida Marketplace

11/20/2023 – Posting closed at 5pm

RFP Responses: Five (5) responses were received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the five (5) scorers to come up with a total score with a maximum score of 25 points.

RFP Total Scores with a maximum of 25 points:

Independent Living Inc. 20.9 (highest scoring bidder)

Orange Tree Staffing 19.0

True Blue Therapy LLC	18.4
PBS Corp.	15.7
InHealth Staffing LLC	12.1

References from Proposal:

1. District School Board of Pasco County
 2. Hillsborough County Public Schools
 3. Easter Seals of Florida
 4. Sunrise Children’s Services (formerly United Cerebral Palsy – UCP)
 5. Bay Area Early Steps
 6. West Central Early Steps
-
-



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL

**Interventionists, Behavioral Specialists, & Speech Therapists for
Childcare Provider Centers/Family Childcare Homes Serving
Children with Special Needs**

October 20, 2023 to November 20, 2023

Inquiries and proposals should be directed to:

**Gary Meyer
Chief Financial Officer**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
gmeyer@elchc.org**

I. GENERAL INFORMATION

- A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County ("ELCHC" or "Coalition") to identify and contract with a single or multiple organization(s) or contractor(s) that can provide interventionists, behavioral specialists, and speech therapists for childcare provider centers and family childcare homes serving children with special needs during the period July 1, 2023 to June 30, 2024.
- B. **Who May Respond.** Any U.S. based organization or contractor providing provide interventionists, behavioral specialists, and speech therapists for childcare provider centers and family childcare homes serving children with special needs.
- C. **Instructions on Proposal Submission.**
1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on November 20, 2023.
 2. **Inquiries.** Inquiries concerning this RFP should be emailed to:
Gary Meyer
Chief Financial Officer
gmeyer@elchc.org
 3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the "Coalition"),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

4. Right to Reject. The Coalition reserves the right to reject all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in December, 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or contractor who can provide the selected 5 childcare providers/childcare homes who are selected to work with children with special needs with:

- ✓ Child intervention services: identifying and providing effective early support to children and young people who are at risk of poor outcomes. Effective early intervention works to prevent problems occurring, or to tackle them head-on when they do, before problems get worse.

- ✓ Speech therapy services: Speech-language pathologists (SLPs), often called speech therapists, are educated in the study of human communication, its development, and its disorders. SLPs assess speech, language, cognitive-communication, and oral/feeding/swallowing skills. This lets them identify a problem and the best way to treat it.

- ✓ Behavior specialist services: Applied behavior analysis (ABA) is a type of therapy that seeks to improve or address certain behaviors, which can range from social skills to academic abilities. ABA therapists typically work one on one with their patients, who may be children, teens, or adults.

Each of the above services will be provided to each of the 5 selected childcare/childcare homes on rotating schedules to ensure that the children and families receive what they need to improve during their early education experience.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special,

preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither the Coalition’s responsibility nor practice acknowledging receipt of any proposal. It is the responder’s responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (if CMBE, include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of staff, including detailed experience as interventionists, behavioral specialists, and speech therapists for childcare provider centers and family childcare homes serving children with special needs.
- c. List of prior work as interventionists, behavioral specialists, and speech therapists for childcare provider centers and family childcare homes serving children with special needs. Provide success metrics.
- d. Proposed fee for working with one provider, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). If you can work with more than one provider, state how many and what the total fee would be (including any associated

fee discounts). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.

- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	October 20, 2023
Deadline to submit questions	October 27, 2023, to gmeyer@elchc.org . Please title subject RFP: Interventionists, behavioral specialists, and speech therapists Questions will be answered by October 31, 2023,
Proposal Due Date	November 20, 2023, 5:00 pm (EST)
Evaluation Period Begins	November 21, 2023
Award and Contract Execution	December, 2023

- VI. **RFP SCORING.** Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Proven Experience providing Intervention, Speech, and Learning Behavior services	40%
Ability to demonstrate customer satisfaction regarding intervention, speech, and behavioral services help childcare providers, children, and families	40%
Cost/Value	15%
Certified Minority-Owned Business or not-for-profit	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice after services have been delivered which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR
 {insert name}
 {Insert title}
 {Insert Vendor Name}

COALITION
 {insert name}
 {Insert title}
 Hillsborough County School Readiness
 Coalition, Inc. d/b/a Early Learning Coalition of
 Hillsborough County

Date

Date



November 20, 2023

RFP:

Interventionists, Behavioral Specialists, & Speech Therapists for Childcare Provider Centers/Family Childcare Homes Serving Children with Special Needs
Early Learning Coalition of Hillsborough County
6302 East Dr. Martin Luther King, Jr. Blvd. Suite 100
Tampa, FL 33615

Independent Living Inc. (ILI) has been and will continue to be committed to providing therapy services to children of Hillsborough County, as well as Pasco and Pinellas counties. ILI holds high quality standards for our team of therapists and staff and has earned an excellent reputation with the community throughout Florida.

Independent Living Inc. therapists are experienced with completing screenings, evaluations, therapeutic techniques, documentation and parent and caregiver training related to child development. It is the mission of ILI that our therapists collaborate closely with staff and family members by developing and implementing relevant goals and therapeutic techniques to ensure each child's success at home and in the classroom. ILI currently provides therapy services to children within our multiple pediatric clinics and within the child's natural environment.

The team dedicated to this RFP has previous experience working with multiple school districts, daycares, private schools, charter schools, PPECs, community agencies and referral source over the past twenty-seven years. ILI was and will continue to be committed to ensuring quality care and services to children within the community.

Upon review of the "Request for Proposal", ILI understands the requirements/scope of services of this specific proposal and is confident that we can continue to provide qualified therapists to meet the needs outlined in this RFP professionally and ethically throughout the course of the contract. ILI knows as a locally based company, we can provide comprehensive management of the proposed contract. The undersigned are available for future questions and/or presentations.

Sincerely,

Stephanie Harris OTR/L
Administrative Director/ Owner
StephanieHarris@iliFlorida.com

Carrie Guise MS, CCC/SLP
Director of Speech Language Pathology and
ITDS/Early Intervention Services
cguise@iliflorida.com

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A. Company Profile

Independent Living, Inc.
Pediatric Therapy Provider

Main Office/Business Address/Outpatient Clinic
6508 Gunn Highway
Tampa, FL 33625-4022
therapy@iliflorida.com
Phone: 813-963-6923
Fax: 813-264-0768

Additional Locations:
Sunrise Children's Services
1114 West Sligh Avenue
Tampa, FL 33604

Summergate Professional Center
27650 Cashford Circle
Wesley Chapel, FL 336544

RFP Contact: Carrie Guise MS, CCC/SLP
cguise@iliflorida.com
813-963-6923 extension 228
727-804-6535

Independent Living, Inc. is a Certified Minority Business Owner (see attached document)
Independent Living, Inc. has entered a collaborative contract with True Blue Therapy, LLC. For purposes of implementation of this proposal. We

have a shared vision and maximize available resources to meet the needs of this RFP.

Independent Living, Inc (ILI) was founded in 1996 with a mission to provide services to children birth to 21 within the natural environment. The company started with a handful of therapists that provided occupational therapy, physical therapy, and speech therapy. ILI has grown to over 125 therapists that now includes early intervention services for approximately the last 15 years and Applied Behavior Analysis for the last five years. We continue to provide services in the child's home, daycare, school or in one of our five outpatient clinics in the Tampa Bay area. Our mission continues to educate parents and caregivers on how to help their children thrive in all areas of development. The areas include social emotional skills, expressive and receptive language skills, fine and gross motor skills, as well as adaptive behavior.

Independent Living, Inc. (ILI) is one of the largest providers within Hillsborough County and surrounding areas. We currently receive referrals from daycares, Early Steps, preschools, pediatricians, parents, caregivers, and local hospitals. We have an extensive presence in the local community including preschools for the past 23 years. Our therapists are trained to work with children within their natural settings to encourage carryover and success in all areas. Over the years, we understand and are concerned about the lack of childcare settings available to the children we serve in the community. There is a significant delay in children accessing services within the Early Steps program and the local public school system. The delay in accessing these services leads to schools struggling to support these children leading to children not able to attend a local childcare center. We feel strongly in the need for collaborative services for children with special needs so they can attend these schools. This is an invaluable resource to these children's future success. Due to our extensive experience, we

feel confident that our company philosophies, experience, and services align with the proposed scope of services specified in this RFP.

ILI employs a supervisory team consisting of an administrative director/project manager, director of speech language pathology services, director of occupational therapy services, director of physical therapy services, director of applied behavioral analysis services. The supervisory team responsibilities include recruitment, supervision, mentorship, and training of their respective team members.

All therapists providing services for ILI are required to hold and maintain appropriate licensure in the state of Florida. All employees are held to the same standard of integrity. Each therapist is required to participate in a ninety-day orientation period, follow all policies and procedures stated in the company manual and complete an annual performance review. The annual performance review consists of documentation audits, observations, skills audit and with parent/caregiver feedback.

B. Previous Contractual History

ILI had been contracted with the District School Board of Pasco County (DSBPC) for speech pathology services. Between 2006 and 2013 ILI had supplied an average of 15 plus therapists per year. This number was variable, depending on the needs of the school district. ILI worked closely with the DSBPC designee to determine school needs and to maximize therapist time therefore eliminating need for additional contractual therapist expenses. Each therapist was assigned to a designated school site for the entire school year or until the position was filled by a district employee. Stability of the therapist placement is and has been essential for continuity of services for the students as well as the professional interactions with school and/or district staff members. ILI provided a lead therapist each year. Responsibilities included training all new employees, assisting start up at each school,

therapist support, supervision of therapists within their clinical fellowship year, conflict resolution, additional support at school sites, liaison between company, district, or school leaders, as well as any other duties requested by the school district. Additional responsibilities included supporting direct district new hires, as requested.

ILI successfully managed contracted services for Pasco County Schools as the primary agency. ILI provided comprehensive support to the district that included supervision of all contracted therapists, assisted with training of direct hires as well as other contracted agencies. Additionally, ILI supervisors participated in restructuring of the Pasco County Schools Speech Services manual, completing evaluations in highly litigious cases, support for direct hire therapists with evaluations, re-evaluations, IEP's, and staffing meetings. Due to ILI therapist's knowledge and leadership, ILI was utilized to help review and reorganize various school programs when needed.

ILI was previously contracted with the Hillsborough County Public Schools. ILI had a range of Occupational and/or Physical Therapists assigned to that district for the past 9 years. We have been successful in placing qualified therapists in a timely manner. We work closely with each school district by maintaining communication as needed to address district needs.

As a provider of services for children within the natural environment, ILI already provides therapy services for children enrolled within a multitude of private day cares, charter schools and private schools throughout Hillsborough County, Pasco County, Pinellas County, as well as Easter Seals of Florida and Sunrise Children's Services (formerly United Cerebral Palsy- UCP). ILI follows all procedures as required by each school and/or district. This might include completion and providing proof of background screenings, Safe Environment training, liability documentation and appropriate identification. ILI contracts

with various facilities throughout the region to provide screenings, evaluations and/or treatment therefore already has established positive relationships.

ILI has been a successful contracted agency for over twenty years and with Bay Area Early Steps and West Central Early Steps. Due to time contracted, we feel this demonstrates our commitment to the community and satisfaction of services provided.

C. Confidentiality Agreement

All therapists employed/ contracted with Independent Living; Inc. are required to sign a confidentiality agreement acknowledging understanding of all current HIPPA Guidelines.

D. Problem Statement

Inclusive education for children ages 1-5, especially those with special needs, is not just a pedagogical choice but a fundamental human right that serves as the cornerstone for social equity and lifelong learning. At this tender age, the canvas of learning is not just about ABCs and 123s; it's also about forming relationships, understanding diversity, and developing empathy. When children with special needs are included in mainstream classrooms, it not only enriches their lives by exposing them to a variety of teaching methods tailored to different learning styles, but it also benefits their typically developing peers by fostering an environment of acceptance and understanding. Children learn best when they learn together, irrespective of their individual challenges.

In Hillsborough County Florida, children under the age of 5 are a glaringly underserved demographic, facing multiple barriers that curtail their access to essential early educational services. Despite the critical importance of these formative years, the county hosts a mere single early learning provider, Castles of Imagination, that offers an inclusive

environment for children with various learning needs, while also accepting school readiness vouchers. This scarcity of accessible and inclusive services perpetuates a cycle of educational inequity and social exclusion. Children who require specialized educational support often find themselves either turned away from early learning centers or expelled due to behavioral issues, which are frequently a manifestation of unmet needs. Such a landscape not only hampers the developmental progress of these young individuals but also sets a disheartening precedent for their future educational experiences, further entrenching social and economic disparities in the community.

The early childhood community, although nurturing by nature, faces daunting barriers that impeded the ability to provide inclusive services for children with special needs. For example, the preschool business owner is burdened with financial constraints that emerge as lower staff to child ratios are necessary to meet the individualized attention of the special need's population. With the margin of profit historically proven to be slim in a typical care setting, adding this population may not be part of the owners business model. Simultaneously, a large segment of the workforce lacks the specialized skills to manage a diverse classroom, in part because trainers who design the curricula are often removed from the everyday challenges of a classroom and do not fully grasp the practical demands of an inclusive setting. The absence of onsite coaching compounds this issue, leaving educators unsupported as they navigate the complexities of differentiation and individualized education plans. Finally, the pivotal roles of the directors and owners cannot be overstated; without their buy-in and commitment to fostering an inclusive environment, efforts to surmount these barriers are often stymied at the administrative level, perpetuating a system that fails to meet the needs of all children.

With a minimal ARPA funding allocation, the Early Learning Coalition of Hillsborough County is set to pilot an innovative program that aims to

fundamentally transform early childhood education in the region. Recognizing the multidimensional barriers to inclusion and quality education, the coalition will collaborate with a diverse set of community partners. This collaborative network will include interventionists specialized in early childhood developmental challenges, business coaches to guide educational centers in sustainable practices, therapeutic partners who specialize in Occupational Therapy (OT), Physical Therapy (PT), and Speech-Language Pathology (SLP), Infant Toddler Developmental Specialists (ITDS), and Applied Behavioral Analysts (ABA) to address the multifaceted emotional, motor, cognitive, behavioral and psychological aspects of learning, as well as Conscious Awareness and Trauma Informed trainers to equip teachers with a comprehensive approach that empowers them with skills that create a safe, connected, problem-solving environment for all children. These experts will work in tandem to provide targeted training and ongoing classroom supports to educators, thereby elevating the standard of instruction, and creating more inclusive environments.

The ambitious deliverables for this program are designed to effect measurable and impactful change in early childhood education across Hillsborough County. One of the key performance indicators is a 500% increase in the number of children with special needs who are accepted into early learning programs, as measured by the special needs rate paid by the Early Learning Coalition of Hillsborough County. This would signify not just incremental change but a transformation in accessibility and inclusivity. Another critical target is achieving zero expulsions in early childhood classrooms participating in the program, a goal that underscores the commitment to creating stable, supportive learning environments for all students, regardless of their individual challenges. Furthermore, the program aims for a 25% increase in capacity at participating schools, allowing them to welcome more children while maintaining quality education and lower teacher-to-student ratios. Each

of these deliverables contributes to creating a more inclusive, and effective early childhood education system in the county.

Over the years more private schools were open and interventionists were invited into their space. In our experience, interventionist services have been accepted, however more as an isolated intervention and not so much in a collaborative way that we intend to offer.

We have been fortunate to work in a handful of daycare centers that do embrace children with more complex needs and are willing to invest their time in collaborative services with interventionists (OT /PT /Speech). Their goal is joining forces with the interventionists to ensure social, motor, and cognitive developmental success and stimulating learning and growth that the children with special needs deserve. It is not surprising to see just a few daycare centers committed to the serve kids with specials needs as it requires more time and effort from the staff, training, and support from interventionists on the unique needs of each special needs child, environment modifications and much more. We have observed that these few daycares are faced daily with significant financial struggles, overworked staff, high ratio of teacher/ students and yet they are relentless on their mission to help the special needs children succeed. The mission has been accomplished again and again as we have provided the therapeutic services for them to succeed:

1. The children with special needs are given the support and do succeed while giving their typically developing peers an opportunity of acceptance of childhood equality that will most certainly impact their future impression of persons with disabilities.
2. The parents of special needs children observe the sense of belonging in their children's behavior and that is enough for them to lower their guard.

3. Parents feel their needs validated and trust is established. They are then more open to constructive discussions and collaboration with educators. At this point it is very likely that they will carry on with these strategies at home.

It is possible and we choose to learn from these success stories. We choose to continue to offer medically necessary direct services in a collaborative model to support the educators. More than that we see the opportunity to expand our support by developing a more comprehensive collaboration services alongside the educators.

INCLUSION: Where the educators will develop the skills and confidence to embrace the uniqueness of the special needs population without being overworked and underpaid. Parents will feel accepted and not fearful of watching their children being excluded. Interventionists (OT /PT/SLP/ITDS/ABA) will expand on their role by utilizing a coaching model for educators that will offer an opportunity to positively impact an exponentially bigger number of kids with disabilities.

The proposed program will streamline supports to the five identified sites by providing early childhood education and professional development services, and creating a strong, systematic professional pathway for early childhood providers and teachers. Intensive staff facilitation and coaching related to stimulation of developmental abilities and inclusion services.

The goal of this proposed training program is to deliver a comprehensive approach to guide the participants in the process of expanding programs to serve children with special needs in an inclusive setting. It will emphasize a model that values collaboration and ease of access to support services.

A group of developmental specialists will be established for 5 participating centers and the training period will be delivery from December 1, 2023- June 30, 2024. The ITDS, Speech Therapists, Occupational Therapists, Physical Therapists and Behavioral Analysts will prepare and deliver training, and mentorship to management and teachers at the centers to improve their existing abilities, help them develop new skills, and encourage them to build capacity to service children and families with varying abilities.

E. Implementation Proposal

Our company is proposing the following for Child Intervention services:

- Providers will include Florida Early Steps certified Infant Toddler Development Specialists (ITDS) who have prior experience working with teachers and caregivers for children birth to five years of age. Review attached resumes and bios of initially identified pilot providers.
- Additional targeted interventionists that could include but not limited to Occupational and Physical Therapists or licensed assistants who have experience with behavioral, sensory, and motor development.
- Interventionists will be embedded within the identified classrooms in the 5 preschools for intensive support. Initially, they will be in the classroom approximately five to six hours a day, 5 days a week to support and coach the classroom teachers on working with identified and unidentified children with special needs.
- In class support is expected to reduce over time as the teacher demonstrates confidence and success with strategies within the classroom setting. This will be determined by the observed use of strategies throughout the daily routine.

- Interventionists will collaborate with other targeted interventionists, teachers, preschool directors, parents, and other relevant participants outlined within this project. Interventionists will also work with teachers and families to help facilitate access additional services available within the community.
- Additional services will include but not limited to screening, evaluation a direct intervention to children identified with a developmental delay in any of the specified criteria.
- As this project develops, additional roles and responsibilities will be modified to ensure success.
- Resumes of identified interventionists included in proposal.

Our company is proposing the following for Speech and Language services as outlined in the RFP:

- Speech Language Pathologists (SLP's) and or Speech Language Pathology Assistants (SLPA's) will be licensed professionals within the state of Florida with experience working with children and families in the natural environment. Review attached resumes and bios of initially identified pilot providers.
- Speech Language Pathologists (SLP) will work within the targeted classrooms to help teachers understand typical and atypical language development.
- SLP and/or SLPA will work with teachers on how to identify communication challenges children might be having that lead to difficulties succeeding within a classroom setting.
- SLP's and SLPA's will initially expect to embed within the identified classroom 5-10 hours weekly opposite or in collaboration with other targeted supports. In-class direct support is expected to reduce over time as the teacher demonstrates confidence and success with strategies within the classroom setting. This will be

determined by the observed use of strategies throughout the daily routine.

- Additional services will include but not limited to screening, evaluation a direct intervention to children identified with a communication delay.
- As part of the intent for services, evaluations will be comprehensive and include components necessary to determine eligibility for other community programs (i.e., SDHC pre-kindergarten handicapped program, Early Steps, or other insurance funded programs) to facilitate more timely transition for services in other programs.
- SLP's will help teachers develop strategies to bridge communication difficulties children experience within the classroom setting. This includes but is not limited to use of alternative communication methods and classroom structure. Scope of service should evolve based on classroom and child need.
- SLP's will collaborate with other targeted interventionists, teachers, preschool directors, parents, and other relevant participants outlined within this project. Interventionists will also work with teachers and families to help facilitate access additional services available within the community.
- As this project develops, additional roles and responsibilities will be modified to ensure success.
- Resumes of identified SLP's included in proposal.

Our company is proposing the following for Applied Behavioral Analysis services as outlined in the RFP:

- Board Certified Behavioral Analysts (BCBA's) will provide collaborative support to all targeted staff within the scope of this

project. Review attached resumes and bios of initially identified pilot providers.

- BCBA's will be utilized in a consultative model to provide support to teachers and other professionals within the classroom.
- Registered Behavior Technicians (RBT's) will provide direct support within the classroom setting. RBT's are certified the BCBA board and have current and previous experience working with children under the age of 5 in a variety of settings. The role will include but not limited to implementation and modeling of behavior strategies that can be utilized by classroom teachers and support staff on an ongoing basis with targeted providers are not present the goal is to facilitate carryover of skills throughout the course of the day in everyday routines.
- Supports will include but not limited to classroom observations, training on identification of maladaptive behaviors as well as in class modeling and training on behavior management strategies.
- Amount of time allocated would be approximately 10- 20 hours a month based on classroom need.
- BCBA's will collaborate with other targeted interventionists, teachers, preschool directors, parents, and other relevant participants outlined within this project. BCBA's will also work with teachers and families to help facilitate access additional services available within the community.
- As this project develops, additional roles and responsibilities will be modified to ensure success.
- Resumes of identified BCBA's and RBT's included in proposal.

Additional considerations of proposal:

- Collaboration between True Blue Therapy, LLC who also provides OT and PT. While separate companies, we will be working together to provide requested services in a collaborative effort.

- Direct therapy services will be provided in a face -to- face model with children. Efforts will be made to help child and family access funding for direct services via insurance or other funded programs. Direct services would be approved and funded by ELC based on denied or lack of coverage from other sources. It is important for families to continue to have access to services outside the scope of this project.
- Consultation with parents could occur virtually in the event parent is not available to attend in person meetings.
- Planning and collaboration meetings will be conducted between all invested grant participants to ensure consistency and continuity and success of the program.
- Collaborative meetings with formal partnership with other disciplines to include Speech Therapists, Early Interventionists, Behavior Specialists, Conscious Discipline and Quality Education Discipline professionals.
- Foundation training (e.g.: Informative Meetings, Case studies, Q&A, online training with modules related to fundamentals of Sensory system and sensory modulation related to childhood development). Foundation Training will be design in a scaffolding system to promote better understanding of the interconnection of sensory modulation, childhood development, gross and fine motor development, speech/language, behavior, emotional and social skills.
- In class coaching / implementation of neurocognitive strategies and modification as needed using modeling, return demonstration, fading assistance to assure staff confidence in utilization of strategies on a day-to-day basis.
- Follow up coaching encounters: to review / revise /modify interventions and or strategies to better internalize the learning.
- Pre and post evaluation to reinforce learned techniques.

- Feedback loops will be scheduled for additional input of participants.

F. Cost Proposal for Independent Living, Inc:

Cost proposal is for December 1, 2023- June 30, 2024 (7 months). Ranges are utilized as multiple providers will be needed to accommodate all locations simultaneously. We anticipate the allocation of cost will vary based on scaffolding of services.

Budget Category	Hours	Project Budget	Comments
ITDS (\$70/hour)	40-70 hrs/month per location	\$98,000 - \$171,500	Projected Budget for up to 5 schools
Speech Therapist or other licensed therapist (\$100/hour)	20-40 hrs/month per location	\$70,000 - \$140,000	Projected Budget for up to 5 schools
Board Certified Behavior Analyst (\$110/hour)	10-20 hours/month per location	\$38,500 - \$77,000	Projected Budget for up to 5 schools
Registered Behavior Technician (\$70/hour)	40-60 hours/month per location	\$98,000- \$147,000	Projected Budget for up to 5 schools

G. RFP Timeline Acknowledgment

RFP Issue Date:	October 20,2023
Deadline to submit questions	Questions answered by October 31,2023
Proposal Due Date	November 20,2023
Evaluation Period Begins	November 21,2023
Award and Contract Execution	December 2023

H. RFP Scoring Acknowledgment

Attribute	Weight
Proven Experience providing Intervention, Speech, and Learning Behavior services	40%
Ability to demonstrate customer satisfaction regarding intervention to help childcare providers, children, and families	40%

Cost/Value	15%
Certified Minority-Owned Business or not-for-profit	5%

I. Contract Acknowledgment

Independent Living, Inc. acknowledges review of contract that will be required upon award of provider of services as included in RFP.

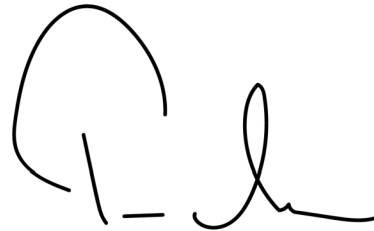
State of Florida

Woman Business Certification

independent living, inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/04/2023 to 05/04/2025



J. Todd Inman
Florida Department of Management Services





1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-888-288-3534 Fax: 1-847-953-0134
Website: www.hpsso.com

11/15/22

Independent Living Inc
6508 Gunn Hwy
Tampa, FL 33625-4022

Dear Stephanie Harris:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-888-288-3534. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (OG94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 11/15/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0615772331	From: 12/29/22 to 12/29/23 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Independent Living Inc 6508 Gunn Hwy Tampa, FL 33625-4022				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Occupational Therapist Firm			80721	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 12/29/2015(Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate
Employment Practices Liability - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 12/29/2021(Defense Only)				

General Liability

General Liability	\$1,000,000	each claim / \$3,000,000	aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit		
Personal Liability	Excluded		

Total \$ 5,377.44

Base Premium \$5,272.00 Florida Insurance Guaranty Association - 2022 Regular Assessment \$ 105.44

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
CNA80989 (12-14)	Concealment, Misrepresentation, Fraud Condition Amendatory Endorsement - Florida
G-121501-C (07-01)	Occurrence Policy Form
CNA85582FL (04-16)	Florida Cancellation and Non-Renewal
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758FL (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA88921FL (11-18)	Florida Amendatory Change for EPL
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage
CNA93658 (08-18)	Employment Practices Liability Coverage - Defense Only
G-121487-B (07-01)	Amendment to Certificate
G-121504-C (07-01)	General Liability Form
G-123827-B (07-01)	Additional Insured General Liability
G-123828-B (07-01)	Certificate Holder

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Independent Living Inc

Master Policy #: 188711433

Policy #: 0615772331

Carrie Gotfried Guise MS, CCC/SLP
14811 Tudor Chase Drive
Tampa, FL 33626
727-804-6535
carrieguise@gmail.com
carriegotfriedguise@ultimatemedical.edu
cguise@iliflorida.com

EDUCATION

University of South Florida, Tampa, FL
MS in Speech Language Pathology, 8/98

University of Florida, Gainesville, FL
BA with Honors in Communication Sciences and Disorders, 12/94

EMPLOYMENT HISTORY

Ultimate Medical Academy, Tampa, FL
Online Adjunct Instructor
Full Time Remote Instructor /Lead Instructor (8/18 to present)
General Education Department/MAA Department 8/2015- present

Job responsibilities include providing core content instruction in an online learning environment. This includes preparing weekly supplemental educational material to support learning of core standardized curriculum, facilitate discussion among students and instructor to enhance functional use of learned content, evaluate/grade coursework such as discussion participation, assignments, tests and modules according to established timelines. Additional weekly instructional duties consist of providing supportive feedback based on student performance and course participation and establish daily presence in the course room. During employment at UMA I have successfully managed course loads between three to five at any given time. Current course assignments rotate include EN 1000, EN 2150 and EN 1150. Other additional roles include working with leadership to provide feedback on course materials, expectations, student performance and instructor job descriptions, work with the curriculum department on various projects such as discussion, test and assignment enhancements related to primary course assignment. Will take part in any additional projects as requested.

Independent Living, Inc.- Pediatrics, Tampa, FL
Speech/Language Pathologist
Director of Speech Language Therapy and Early Intervention/
Clinical Director
6508 Gunn Highway, Tampa, FL 33625 8/2003- present

Evaluation and treatment of speech and/or language impaired children and adults. Caseload focus on treatment of pediatric feeding and swallowing disorders and medically complex children. Director responsibilities include but not limited to recruiting, interviewing and hiring of Speech Language Pathologists, orientating new therapists to policies and procedures of company, mentoring, training and supervision of new and experienced therapists, developing and implementing company policies and procedures, developing, presenting and/or coordinating continuing education opportunities, company marketing, and completing annual reviews for all speech language pathologists and early interventionists (approximately 70). Additional

responsibilities include resolving issues related to therapists, office staff and/or parent concerns, guest lecturer for pediatric feeding/swallowing disorders (USF), and graduate student program development, coordination and supervision. Helped lead company-wide transition into electronic medical records as well as continuing to maintain and resolve issues related to therapist side of system. Responsible for bid proposals and coordinating contracted services with various schools and districts throughout Florida as well as resolving contractual issues with contracted health insurance companies and state funded referral sources.

Moss Speech and Language Center, Saint Petersburg, FL 1/2001- 5/2003
Speech Language Pathologist (part time)

Contract SLP providing evaluation and treatment to speech and/or language impaired children and adults.

Pinellas County Schools, Saint Petersburg, FL 2/2000- 8/2003
Exceptional Student Education Specialist/ Staffing Specialist, Full-Time
301 4th Street Sw, Largo, FL 33770

Teacher on Special Assignment/ district position. Primary job function consisted of helping schools with successful implementation of the Individuals with Disabilities Act (IDEA). This included reviewing student folders for eligibility recommendation, conducting Eligibility Determination Committee meeting and facilitating the Individual Education Plan (IEP) development meetings with teachers, parents and administrators. Also, responsible for helping to resolve issues between schools and parents relating to IEP implementation. Secondary job function was to provide schools with training involving eligibility criteria, IEP development, IDEA regulations, inclusive practices and other special education related topics.

Mount Vernon Elementary School, Saint Petersburg, FL 1/1995- 2/2000
Speech Language Pathologist, Full-Time
4629 13th Avenue North, St. Petersburg, FL 33713

Evaluation and treatment of speech and/or language impaired children grades pre-kindergarten through fifth grade. Staff development trainings with regards to speech and language development.

CERTIFICATIONS/MEMBERSHIPS

Certificate of Clinical Competence in Speech Language Pathology
State of Florida Professional License
Member of American Speech Hearing Association
Member of Florida American Speech Hearing Association
Quality Designs for Instruction (Inclusive Practices) Certified Lead Trainer for FL Dept of Education
Beckman Oral Motor Certification
Vital Stim Certified
PROMPT Level 1 trained

Curriculum Vitae available upon request

CARSON KIRKPATRICK MSP, CCC-SLP

Tampa, FL | 727.218.0017
carsonkirkpatrickslp@gmail.com

EXPERIENCE

CCC-SLP – Independent Living Inc

April 2021 - Present

Provided skilled services for children ranging from 8 months/Early Intervention (birth-3 years) to 18 years old in Private Practice, Daycare, Home, and Telehealth settings. Conducted evaluations and therapy for articulation skills, fluency skills, expressive and receptive language delays, pragmatic/social communication skills, sensory/other feeding skills, reading skills, and speech/language delays secondary to Autism, Down Syndrome, Hearing loss, Jacobsen Syndrome, and Genetic differences. Collaborate with OT, PT, EI, daycare teachers, and BCBA/RBT for carry-over between sessions for goal implementation. Attended IFSP and Periodic Review meetings, as well as, provided consultative services for EI's and OTR's. Provided supervision and guidance for Speech-Language Pathology Assistants, Graduate Students, and Clinical Fellows. Appropriately documented services using electronic documentation, EMR, to document SOAP notes for treatment sessions and Evaluation Reports with Plan of Cares.

CFY/CCC-SLP – Beth Ingram Therapy Services

September 2019 – March 2021

Provided skilled services for children ranging from 2 years to Middle School age in both a Private Practice and School setting via in-person and telehealth. Conducted evaluations and therapy for articulation skills, fluency skills, expressive and receptive language delays, pragmatic/social communication skills, and speech/language delay secondary to Autism. Collaborated with OT for carry-over between sessions for goal implementation. Attended IEP meetings with Teachers, Special Education Teachers, Resource Teachers, Administrators, School Psychologists, and School Social Workers. Appropriately documented services using electronic documentation, EMR, to document SOAP notes for treatment sessions, Evaluation Reports with Plan of Cares, and Discharge Summaries.

Graduate Student Full Time Externship – Nemours Children's Hospital

May 2019 – August 2019

Provided skilled services for children with hearing loss amplified with Cochlear Implants and/or Hearing Aids ranging from 1 year to 12 years old within a Hospital setting under the supervision of a Licensed SLP in the process of obtaining LSLS AVT Certification. Conducted evaluations and therapy for auditory skills, expressive and receptive language skills, and articulation skills secondary to Hearing Loss. Observed and participated in MBS swallow studies for infants and toddlers. Observed within PICU and Cardiac wing.

EDUCATION

University of South Carolina – Columbia, SC

2019

Master of Speech Pathology with a Specialization in Auditory-Verbal Therapy

University of South Florida – Tampa, FL

2017

Bachelor of Arts – Communication Sciences and Disorders

University of South Florida – Tampa, FL

2015

Bachelor of Arts – Psychology with a minor in Criminology

LEADERSHIP

Supervisor for Speech-Language Pathology Assistants, Speech-Language Pathology Graduate Students, and Speech-Language Pathology Clinical Fellows.

PUBLICATIONS

An Exploration of Early Spelling in Kindergarten Children with Hearing Loss (LSHSS, 2020) Aho, C (Surname) and Werfel, K

The purpose of the paper was to examine and describe the spelling skills of 6-year-old children with hearing loss compared to children with normal hearing obtained through standardized and non-standardized assessments through different processes of examination; percent correct, Spelling Sensitivity System, and Multilinguistic Coding System.

CERTIFICATIONS

ASHA Certified CCC-SLP

14296009

FL License

SA 18568

Early Steps Certified Provider

Bay Area Early Steps

MICHELLE C. SMITH

2817 Durant Trails Blvd, Dover, Florida 33527

Phone: 813-767-7682

Email: Michellesmith.itds@gmail.com

OBJECTIVE

To obtain a position utilizing my background in early childhood development, parent training and education, management, staff training, and organization to further serve children and families.

EDUCATION

2007-2008	University of Florida	Gainesville, FL
<i>Certificate in Infant and Toddler Developmental Specialist</i>		
1994 - 1997	University of South Florida	Tampa, FL
<i>Bachelor of Arts in English Education</i>		
1994 - 1997	University of South Florida	Tampa, FL
<i>Bachelor of Arts in Literature</i>		

PROFESSIONAL EXPERIENCE

Independent Living Therapy, Tampa, Florida **June 2021 to Present**

Infant and Toddler Developmental Specialist

- Early Interventionist for Early Steps: Infant and Toddler Developmental Specialist
- Provided early intervention services.
- Participated in evaluations, progress updates, and completed periodic evaluations to assess growth and determine continued need for intervention.
- Provided education and coaching for caregivers follow the coaching model for Early Steps.

INVO Progressus Therapy, Tampa, Florida **October 2014 to October 2020**

Infant and Toddler Developmental Specialist

- Early Interventionist for Early Steps: Infant and Toddler Developmental Specialist, Early Steps Team Lead
- Provided early intervention services.
- Participated in evaluations, developed Individualized Family Support Plans for clients, and completed periodic evaluations to assess growth and determine continued need for intervention.
- Completed EXIT evaluations for transition to school age program.
- Provided education and coaching for caregivers follow the coaching model for Early Steps.

Infants and Young Children, Tampa, Florida **May 2011 to October 2014**

Infant and Toddler Developmental Specialist and Healthy Steps Specialist

- Positive Development Program roles: Healthy Steps Specialist, Training Coordinator, Parent Education Group coordinator, Parent Education Call line

- Early Interventionist for Early Steps: Infant and Toddler Developmental Specialist, Early Steps Team Lead, Developmental Playgroup Coordinator
- Provided early intervention services for individuals and in group sessions.
- Participated in developmental eligibility evaluations, developed Individualized Family Support Plans for clients, and completed periodic evaluations to assess growth and determine continued need for intervention.
- Completed EXIT evaluations for transition to school age program.
- Facilitated developmental playgroups with my personal curriculum. Created developmental plans for clients and provided coaching/training for parents.

Delightful Sounds, Brandon, Florida

July 2008 to April 2011

Infant and Toddler Developmental Specialist

- Developmental therapy through music.
- Provided early intervention for individuals and in group sessions.
- Created a developmental playgroup curriculum.
- Performed developmental assessments, created development plans for clients, and provided training for parents.

Easter Seals Florida, Tampa, Florida

August 2008 to February 2011

Infant and Toddler Developmental Specialist

- Provided early intervention services in individual homes and in the Easter Seals child development center.
- Assessed developmental levels. Created plans with families to increase child's development and enrich existing skills. Provided training to parents.

Sylvan Learning Center, Brandon, Florida

February 2000 to November 2003

Center Director

- Overall Management of the center.
- Staffing, training, and evaluations; Profit and Loss reporting, weekly and monthly business review and reporting, developed action plans for business growth, educational testing, Program development and enrollment, continuous parent and teacher conferencing, account management, reporting to regional director and executive director.
- Worked with students with varying degrees of special education needs.
- Cross curriculum instruction infusing motivational methods.
- Developed appropriate curriculum for individual students based on their ability and academic level.

Florida Department of Education

August 1997 to May 2001

Teacher for 7th-12th grade Language Arts and ESE Language Arts

- Worked in Hillsborough and Dade County schools.
- Wrote and evaluated IEP plans for students.
- Team Leader – program enrichment, staff training, curriculum introduction, problem solving, and activities coordinator, and Literary Magazine Sponsor

PRESENTATIONS, AWARDS, AND PROFESSIONAL AFFILIATIONS

- Board of Directors for Pepin Academies- Member since 2018
- HOTDOCS Trainer – Helping Our Toddlers, Developing Our Children’s Skills Parent Training Program, October 2011
- Presenter at 2010 Family Café – Conference for persons with disabilities.
- Presenter at 2010 Early Childhood Council Conference
- 2010 Woman of the year – Brandon Junior Woman’s Club

DEBORAH STRATTON-GRAVES, M.ED.

11529 GROVE ARCADE DR, RIVERVIEW, FL 33569 • 813-748-6080 • debdfs@yahoo.com

PROFESSIONAL SUMMARY

- Enthusiastic and inspiring education and behavioral intervention professional with over 15 years of experience in the areas of teaching, infant and toddler development intervention, Billing, and establishing internal and external client needs.
- Accomplished in leading and coordinating lesson planning, testing, and educational activities.
- Adept in using differentiated curriculum to address various learning styles and needs of students, while ensuring information retention.
- Possess demonstrated leadership capabilities and strong interpersonal communication in program management, crisis intervention, and counseling.
- Committed and passionate about working with children and families in an educational, recreational, and social service settings.

Areas of Teaching Proficiency and Technical Acumen:

- Creative Lesson Planning
- Microsoft Office Suite
- Classroom Management
- Individualized Education Plans
- Behavioural Specialist
- Technology Integration
- Home Visits
- Conducting Interviews
- Billing Systems Software
- Team Building
- Regulatory Compliance
- Evaluation and Assessments
- Motivation Skills
- Case Management

PROFESSIONAL EXPERIENCE

Independent Living Inc. – Tampa, FL 2016 – Present

Infant and Toddler Developmental Specialist

- Focus on early development and learning.
- Work with the families to adjust home environments, schedules and design individualized activities using assessment tools and allowing for family input and needs.
- Partner with families in embedding functional strategies into their daily routines and activities to aid with their child's developmental skills.
- Engage children through play therapy increasing interaction to build inclusive learning environment.
- Maintain confidentiality through stringent handling of charts and data and keep up with paperwork.
- Work as a team member and stake holder with families and other providers.
- Perform billing and reporting functions as needed.

Pearson Education and Educational Testing Services 2015 – Present

Remote Scorer

- Evaluate student responses to subject-related open-ended questions on standardized tests according to a customer supplied scoring guide.
- Successfully internalize training and customer scoring guide.

Hillsborough County Schools – Tampa, FL 2006 - 2013

DEBORAH STRATTON-GRAVES, M.ED.

11529 GROVE ARCADE DR, RIVERVIEW, FL 33569 • 813-748-6080 • debdfs@yahoo.com

Lead Teacher/Grade Level Team Leader

- Developed a daily schedule and weekly lesson plans based on observations, parental input, and developmentally appropriate practice.
- Worked with students and their families to foster and improve socialization, education, literacy, health, and self-help skills of the whole family.
- Developed goals utilizing individualization plans to meet each child's developmental needs.
- Led the Language and Literacy task force to increase literacy in students' homes.
- Developed instructional materials and products for technology-based redesign of courses.
- Conducted home visits and parent conferences within the allotted semesters.
- Ensured that performance standards were being implemented for a safe and nurturing learning environment for children.

EDUCATION AND CERTIFICATION

Master of Education, Curriculum and Instruction, University of South Florida.	2010
ITDS certification	
Medicaid provider	
Bachelor of Science, Early Childhood Education, University of South Florida	2006
Florida Teacher Certification, Prekindergarten/Primary Education (Renewal)	2016-2026
English to Speakers of Other Languages (ESOL) Certifications (Renewal)	2016-2026
2 years towards a BA in Graphic Design, Otis College of Art and Design	1998-2000

CYNTHIA VEGA ORTIZ

2612 Red Fern Dr. Dover, Fl. 33527 787-590-3650
cynthia3_81@hotmail.com

In search of a job opportunity where I can develop as a professional, where I can increase my knowledge, and also where I can help children and/or families to develop their capacities to their fullest extent.

EXPERIENCE

MAY 2021 – PRESENT

SPEECH AND LANGUAGE THERAPIST (SLPA) INDEPENDENT LIVING INC.

WESLEY CHAPEL, FLORIDA

- OFFERED SPEECH AND LANGUAGE THERAPY SERVICES TO POPULATION RANGING FROM 0 TO 21 YEARS OLD.
- OFFERED SERVICES RELATED TO SPEECH THERAPY IN DIFFERENT SCENARIOS.
- ORIENTED PARENTS AND/OR RESPONSIBLE PARTIES IN RELATION TO THE SERVICES RENDERED.
- COORDINATED APPOINTMENTS AND MAKE NOTES FOR EACH PATIENTS.

OCTOBER 2020 – PRESENT

PRE – K TEACHER, CASTLES OF IMAGINATION, BRANDON, FLORIDA

- EXCELLENT COMMUNICATOR WITH EXCEPTIONAL INTERPERSONAL RELATIONSHIP SKILLS AND BACHELOR'S DEGREE IN SPEECH LANGUAGE THERAPIST.
- CPR AND FIRST AID CERTIFIED PROFESSIONAL; ENERGETIC, AND WITH LOVE FOR CHILDREN THAT I CAN USE MY EXPERIENCE TO PROVIDE APPROPRIATE EDUCATION.

DECEMBER 2007-JANUARY 2020

SPEECH AND LANGUAGE THERAPIST, CENTRO PATOLOGÍA DEL HABLA Y AUDICIÓN HUMACAO, PUERTO RICO

- OFFERED SPEECH AND LANGUAGE THERAPY SERVICES TO POPULATION RANGING FROM 0 TO 21 YEARS OLD.
- OFFERED SERVICES RELATED TO SPEECH THERAPY IN DIFFERENT SCENARIOS.
- ORIENTED PARENTS AND/OR RESPONSIBLE PARTIES IN RELATION TO THE SERVICES RENDERED.

EDUCATION

JANUARY 2007- PRESENT
CONTINUING EDUCATION

JANUARY 2001-DECEMBER 2006
**SPEECH THERAPY AND LANGUAGE BACHELOR, UNIVERSIDAD DEL TURABO
GURABO, PUERTO RICO**

ACCREDITATION

STATE OF FLORIDA DOH SPEECH THERAPY ASSISTANT SI 4773
STAFF CREDENTIALS FOLRIDA DEPARTMENT CHILDREN AND FAMILIES

Christopher (Chris) Nieves

2852 Grand Kemerton Place Tampa, FL 33625

Chris.M.Nieves@gmail.com 813-205-3568

PROFESSIONAL CERTIFICATIONS

May 2015 – Present M.A., BCBA (1-15-18456)

PROFESSIONAL POSITIONS

Independent Living, Inc. - Dec 2019 - Present

Director of Clinical Operation - Center Director

- Oversee BCBA professionals, providing valuable clinical support and feedback to enhance program implementation.
- Spearhead the review and enhancement of Standard Operating Procedures (SOP) for the onboarding of new clients and staff.
- Supervise and lead a team of 12-14 Registered Behavior Technicians (RBT's), ensuring their ongoing professional development and adherence to best practices.
- Manage the comprehensive onboarding process for new clients, facilitating a smooth transition into services.
- Drive the credentialing process for Independent Living, Inc. to expand Applied Behavior Analysis (ABA) services to various insurance providers.
- Collect, organize, and analyze diverse datasets using platforms such as CentralReach, Catalyst, and ERM, leveraging insights to formulate tailored plans for each client.
- Proactively coordinate and communicate with families, employees, and additional staff, utilizing both verbal and technology-based communication systems.
- Present clinical data to client family members, providing clear insights and guidance on effective ABA techniques.
- Conduct training sessions for all incoming staff on data collection systems and clinic Standard Operating Procedures (SOP).
- Stay abreast of the latest literature and industry developments through continuous education, ensuring the implementation of cutting-edge best practices.

Behavior Analysis Support Services, Inc. - January 2016 – Oct 2019

Supervising Behavior Analyst

- Directed and mentored a proficient team of 15-20 Registered Behavior Technicians (RBTs), fostering a collaborative and high-performing work environment.
- Delivered articulate presentations of clinical data to client families, offering training on Applied Behavior Analysis (ABA) techniques, thereby enhancing their understanding and involvement in the therapeutic process.
- Applied critical thinking skills while actively participating on the floor with RBTs and clients, contributing to the development and implementation of effective intervention strategies.
- Demonstrated composure and decisiveness in high-pressure situations, ensuring the safety and

well-being of clients during hands-on interactions.

- Committed to ongoing professional development, staying abreast of the latest literature and industry advancements to implement and maintain best practices within the field.

ABA Solutions, Inc. - June 2013 – July 2016

Supervising Behavior Analyst

- Conduct Functional Behavior Assessments
- Modeled, delivered comprehensive instructions, and closely monitored parents and caregivers in the adept implementation of tailored behavior programs, fostering an environment conducive to the development of targeted behaviors.
- Oversaw and fine-tuned behavior analysis services, strategically employing behavioral procedures to acquire replacement skills and systematically reduce problematic behaviors.
- Implemented contingency management training, aligning with Behavior Intervention Plans (BIP), including the establishment of a daily behavior grading system, exercise regimen, and chores, effectively boosting client motivation for self-management and task engagement.
- Employed advanced data collection techniques, utilizing Excel for graphing and analysis, ensuring a systematic and data-driven approach to the evaluation and enhancement of behavioral outcomes.

Medicaid Waiver Consumer Directed Care Plus Program - August 2005 - 2016

Behavior Assistant/Respite Care

- Orchestrated and delivered comprehensive guidance to parents and caregivers, offering tailored instructions on executing behavior programs and adeptly responding to targeted behavioral incidents.
- Collaborated closely with behavior analysts to refine and impart less restrictive supports, optimizing effectiveness and proficiency in behavioral interventions.
- Conducted vigilant monitoring of behavior analysis services, ensuring the seamless implementation of behavioral procedures for skill acquisition and the reduction of challenging behaviors.
- Implemented a personalized Contingency Management Training program, integrating daily behavior grading systems, exercises, and chores to boost client motivation for self-management and increased engagement in tasks and activities, in alignment with the Behavioral Intervention Plan (BIP).
- Applied data collection techniques, employing graphing in Excel to visualize and analyze behavioral trends for informed decision-making.
- Actively participated in monthly Individualized Education Program (IEP) meetings, contributing insights and fostering collaborative strategies for holistic client development.
- Teamed up with the Augmentative and Alternative Communication Team (ACAT) to integrate iPad speaking program ProloQuo2go, enhancing communication capabilities and facilitating client empowerment.
- Provided hands-on assistance to recipients in acquiring, maintaining, and improving daily living skills, encompassing personal care routines (e.g., bathing, oral hygiene) and homemaking tasks (e.g., vacuuming, laundry).
- Fostered the development of communication and social skills, empowering recipients to navigate

the community with maximum independence.

- Supported recipients in acquiring the essential skills for maintaining a living environment, utilizing community resources, and confidently managing activities of daily living.

Bob Sierra Y.M.C.A. - June 2000 – August 2014

Adaptive Special Needs Camp Coordinator - August 2008- August 2014

- Spearhead the leadership and management of a specialized department catering to the unique needs of individuals aged 5-25 with diverse abilities.
- Foster strategic collaborations with external agencies specializing in the spectrum of special needs, enhancing staff expertise in the fundamentals of behavior management.
- Drive the planning and execution of community-based instruction through the coordination of engaging and educational field trips.

AREAS OF EXPERTISE AND TEACHING COMPETENCIES

- Online Data Collection Software (DataFinch-Catalyst)
- Microsoft Office
- Billing and ERM Software (Central Reach & DataFinch)
- Educational based training

EDUCATIONAL HISTORY

University of South Florida
Tampa, FL Master of Arts
Major: Applied Behavior
Analysis Graduation:
December 2014

University of South
Florida Tampa, FL
Bachelor of Science Major:
Management Information Systems
Graduation: December 2008

PROFESSIONAL CERTIFICATIONS

May 2015 – Present M.A., BCBA (1-15-18456)

REFERENCES - Contact Information on Request

Jonathan Worcester, Ph.D., NCSP, BCBA-D - Direct
Supervisor Director, New Tampa Behavioral Health, Inc.

Lorraine Jones, Licensed Speech Pathologist - Direct
Supervisor Director, Kid Pro Therapy, Inc.

Theresa Laneve, R.N. - Direct Supervisor
Director of Research, P.A.D. Clinical
Research, Inc.

Megan H. Cruikshank

16138 Silent Sands Lane

Odessa, FL 33556

Cell: (813) 299-9858 E-mail: cruikshankm2015@my.fit.edu

Education:

Florida Institute of Technology, Melbourne, Florida. August 2015 – May 2018

Degree: Master of Arts in Professional Applied Behavior Analysis

University of South Florida, Tampa, Florida. August 2009 – December 2011

Degree: Bachelor of Science in Education

Major: Exceptional Student Education K-12

Minor: Psychology

Hillsborough Community College, Tampa, Florida August 2007 – May 2009

Degree: Associates of Arts in Education

Tampa Catholic High School, Tampa, Florida August 2004 - May 2007

High School Diploma

Certifications:

- Board Certified Behavior Analyst (BCBA) – November 2018
- Board Certified Pharmacy Technician (CPhT) – September 2015
- Registered Pharmacy Technician – May 2014
- Professional Education – September 7, 2011
- Exceptional Student Education K-12 – September 24, 2011
- Reading and ESOL Endorsed

Work Experience:

Independent Living Inc. July 2018 – Present

Tampa, Florida

Registered Behavior Technician and Board Certified Behavior Analyst

Kristina Zannis and Christopher Nieves: Clinic Directors

- Behavior Assessment: Conduct comprehensive assessments to identify and analyze challenging behaviors and skill deficits in individuals with autism and developmental disorders.
- Functional Behavior Assessments (FBA): Administer FBAs to determine the functional relationships between behaviors and environmental variables.
- Behavior Intervention Plans (BIPs): Develop and oversee the implementation of individualized BIPs based on FBA findings, focusing on behavior reduction and skill acquisition.
- Supervision and Leadership: Provide supervision and guidance to Registered Behavior Technicians (RBTs) and other behavior intervention staff, ensuring that interventions are executed effectively and ethically.

MHC/encl.

Megan H. Cruikshank

16138 Silent Sands Lane

Odessa, FL 33556

Cell: (813) 299-9858 E-mail: cruikshankm2015@my.fit.edu

- Treatment Plan Design: Create and oversee the development of individualized treatment plans that align with clients' goals and objectives, using evidence-based ABA techniques.
- Client and Family Collaboration: Collaborate with clients, their families, and other professionals to develop and implement effective behavior modification strategies and interventions.

Behavior Analysis Support Services

May 2015 – May 2018

Tampa, Florida

Registered Behavior Technician

Jessica Andrews and Kate Nasuti: Clinic Directors

- Implement Behavior Intervention Plans (BIPs): Develop and implement customized BIPs based on the assessment findings to address target behaviors and promote positive alternatives.
- Data Collection: Collect and maintain accurate data on client behavior and progress, regularly analyzing this information to make data-driven decisions.
- Data Collection and Analysis: Collect and maintain accurate data on client behavior and progress, regularly analyzing this information to make data-driven decisions.
- One-on-One Therapy: Provide one-on-one therapy sessions with clients, focusing on skill acquisition and behavior reduction.
- Skill Acquisition: Teach clients adaptive skills, including communication, daily living skills, and socialization, to enhance their quality of life.

Walgreens Pharmacy

January 2012 – December 2019

Tampa & Key Largo, Florida

Registered Bedside Pharmacy Technician

Kristen Jansen; Pharmacy Manager

- Delivering medications to patients in a hospital.
- Consulting with patients about their new medications.
- Ensuring proper dispensing of medication.

Consumer Directed Care +

November 2010 – August 2012

Tampa, Florida

Respite Care

Melinda Allred; Agent of Client

- Ensured the safety of my client in all settings.
- Helped my client interact with her peers in a positive manner.

Bob Sierra YMCA

January 2008 – August 2012

Tampa, Florida

Camp Counselor for Children with Special Needs

Christopher Nieves; Camp Coordinator

- Worked one on one with two different children and helped oversee the safety of all children in the camp.

MHC/encl.

Megan H. Cruikshank

16138 Silent Sands Lane

Odessa, FL 33556

Cell: (813) 299-9858 E-mail: cruikshankm2015@my.fit.edu

- Help organize activities for the children throughout the summer.

Achievable Community Interaction Therapy

January 2012 – August 2012

Tampa, Florida

Therapy Assistant

Angela Hill; Occupational Therapist

- Worked closely with the occupational therapists to provide occupational therapy techniques for all individuals in camp.
- Helped create activities for summer camp.

Volunteer Work/Internships

Island Dolphin Care

February 2013 – February 2014

Key Largo, Florida

Volunteer

- Supervised the new interns and became a mentor for the interns.
- Helped create communication boards for the classrooms.
- Led guided tours of the facility.
- Helped run the gift shop.
- Worked with clients as needed in the classrooms and on the platforms during swim sessions.

Island Dolphin Care

September 2012 – November 2012

Key Largo, Florida

Intern

- Worked closely with therapists in the classroom to help create interactive activities for the clients.
- Took photos on the platforms of the clients swim with dolphins.
- Helped ensure safety on the platform for all clients and family members.
- Helped with the planning and preparation for the end of the year fundraiser.
- Helped with set up and clean up of the fundraiser.

Achievable Community Interaction Therapy

January 2012 – September 2012

Tampa, Florida

Volunteer

Clearwater Marine Aquarium

February 2012 – Sept 2012

Clearwater, Florida

Marine Mammals Volunteer

MHC/encl.

Megan H. Cruikshank

16138 Silent Sands Lane

Odessa, FL 33556

Cell: (813) 299-9858 E-mail: cruikshankm2015@my.fit.edu

Teaching Intern – Final Internship

Pride Elementary, Tampa, Florida

Kindergarten, Self-Contained (DD) Teacher.

August 2011 - December 2011

Teaching Intern- Level III Practicum – 2 days/wk

Bartels Middle School, Tampa, Florida

6th Grade ESE Inclusion.

August 2010 – December 2010

Teaching Intern – Level II Practicum – 2 days/wk

Foster Elementary, Tampa, Florida

1st Grade Co-teach.

January 2010 – May 2010

Dominic Fiorillo

9354 Tournament DR
Hudson, FL 34667
813-9526901
Dominicfiorillo1@gmail.com

M.A., Board Certified Behavior Analyst

EXPERIENCE

Independent Living Pediatric Therapy, Tampa Fl— *Behavior Analyst*

Aug 2021 - PRESENT

Conduct Functional Behavior Assessments (FBAs): Conduct comprehensive assessments to identify the function of challenging behaviors. Analyze assessment data to inform the development of effective behavior intervention plans.

Design and Implement Behavior Intervention Plans (BIPs): Develop individualized behavior intervention plans based on assessment findings. Implement evidence-based strategies to address target behaviors and promote skill acquisition.

Supervise and Train RBTs and Behavior Technicians: Provide supervision and ongoing training to RBTs to ensure effective implementation of behavior plans. Conduct regular meetings to review client progress and provide feedback on intervention strategies.

Data Analysis and Progress Monitoring: Collect and analyze data to evaluate the effectiveness of behavior intervention plans. Use data to make data-driven decisions and modifications to treatment plans as needed.

Collaborate with Interdisciplinary Team: Collaborate with teachers, parents, speech therapists, occupational therapists, and other professionals to ensure a coordinated and holistic approach to client care. Participate in team meetings to discuss progress, challenges, and adjustments to intervention plans.

Develop and Conduct Staff Training: Create and deliver training sessions for staff, caregivers, and other stakeholders on behavior analytic principles and strategies. Ensure that all team members are well-informed about intervention plans and best practices.

Maintain Ethical Standards and Compliance: Adhere to the ethical guidelines and professional standards set by the Behavior Analyst Certification Board (BACB). Stay informed about changes in regulations and standards related to ABA services.

Client and Family Education: Provide education and support to clients and their families to enhance understanding of behavior analysis principles. Collaborate with families to develop strategies for promoting generalization of skills outside of therapy sessions.

Documentation and Reporting: Maintain accurate and timely documentation of client progress, intervention strategies, and any modifications made to behavior plans.

Generate comprehensive reports for clients, families, and other relevant stakeholders.

Independent Living Pediatric Therapy, Tampa, Fl — *Registered Behavior Technician*

May 2019 - Aug 2021

-Implement Behavior Plans: Carry out behavior intervention plans developed by the BCBA or other supervising professional. This may involve working on specific skills, reducing challenging behaviors, and promoting positive behaviors.

-Collect Data: Accurately and consistently collect data on targeted behaviors as outlined in the behavior intervention plan. This data is essential for evaluating progress and making necessary adjustments to interventions.

- Provide Direct Instruction: Deliver behavior analytic services directly to clients, following the principles of ABA. This could include teaching communication skills, social skills, and activities of daily living.

-Maintain Client Safety: Ensure the safety and well-being of clients during sessions.

-Implement safety protocols and intervene appropriately in the event of challenging behaviors or emergencies.

-**Collaborate with Team Members:** Work closely with other professionals involved in the client's care, such as BCBA, speech therapists, occupational therapists, teachers, and parents. Collaborate to ensure a cohesive and comprehensive approach to intervention. -**Communicate Progress:** Regularly communicate with the supervising BCBA and other team members regarding the client's progress, challenges, and any adjustments needed to the intervention plan.

-**Provide Feedback:** Offer feedback to the supervising BCBA regarding the effectiveness of interventions and strategies, as well as any challenges or concerns observed during sessions.

- **Implement Reinforcement:** Consistently apply reinforcement procedures outlined in the behavior intervention plan to motivate and encourage positive behaviors.

Invo-Progressus, Lakeland, FL — Registered Behavior Technician

Aug 2018 - Jan 2019

Behavioral Assessment: Conduct functional behavior assessments (FBAs) to identify the root causes of challenging behaviors. Collaborate with the school's special education team to gather information on students' behavioral history and performance.

Individualized Education Plans (IEP) Implementation: Implement behavior intervention plans outlined in students' IEPs. Work with the special education team to align behavioral goals with academic goals.

Direct Student Support: Provide one-on-one support to students with behavioral challenges. Utilize positive reinforcement and evidence-based behavioral interventions to promote desired behaviors.

Data Collection and Analysis: Collect data on student behavior using systematic and objective methods. Analyze behavioral data to track progress and make data-driven decisions on intervention strategies.

Communication and Collaboration: Collaborate with teachers, administrators, and other support staff to create a cohesive support system for students. Communicate regularly with parents/guardians to share progress, challenges, and strategies for reinforcement at home.

Crisis Intervention: Respond to and manage crisis situations involving student behavior. Follow established protocols for de-escalation and crisis intervention to ensure the safety of the student and others.

Training and Consultation: Provide training to school staff on behavior management strategies and techniques. Offer consultation and support to teachers in developing and implementing effective behavior management strategies in the classroom.

Documentation and Reporting: Maintain accurate and up-to-date records of student progress and behavioral incidents. Generate reports as required by school policies or regulatory agencies.

EDUCATION

University of West Florida, — M.A Applied Behavior Analysis

May 2019 - May 2021

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore.

University of South Florida, — B.S in Health Science

Aug 2016 -May 2019

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam.

Allison Nolan

Registered Behavior Technician

11500 Summit West Blvd. #19E Temple Terrace, FL 33617 | 541-829-0360 | allisonjayne888@gmail.com

Objective

To obtain a position as a Registered Behavioral Technician to further my career with my passion for children with Autism.

Education

HILLSBOROUGH COMMUNITY COLLEGE | SEPT 2022 - PRESENT

- Major: Communication Sciences and Disorders: Speech Pathology

HARDING UNIVERSITY | AUGUST 2013 - MAY 2017

- Major: Communication Sciences and Disorders: Speech Pathology

WESTERN OREGON UNIVERSITY | SEPT 2012 - JUNE 2013

- Major: Nursing

PHILOMATH HIGH SCHOOL | SEPT 2008 - JUNE 2012

- Graduated 2012

Licensure & Certifications

BACB #: BACB499716 | May 2019
National Provider Identifier (NPI) #: 1174187124
Crisis Prevention Intervention (CPI)
First Aid and CPR

Experience

INDEPENDENT LIVING INC. | REGISTERED BEHAVIOR TECHNICIAN | NOV 2019 - PRESENT

- Provided one-on-one therapy with children with Autism in a clinical setting. Primarily responsible for the direct implementation of behavior-analytic services under supervision of BCBA
- Head Trainer for newly hired RBT's. Assisted director in a Task Analysis of a Registered Behavior Technician's daily tasks and requirements.
- Accurately collected data manually on clickers and paper data sheets daily
- Entered data into DataFinch.com accurately. Edited and updated targets within website to reflect client's skill acquisition
- Proficient at formatting data sheets with detail-orientated attention
- Entered billing into Raintree and recorded hours into Excel timesheet
- Implemented behavior reduction plans for clients with high magnitude and high intensity behaviors.
- Proficient with Proloquo2go and able to prompt client to gain skills with their AAC device to improve their functional communication skills.

LAMA PEDIATRIC THERAPY | REGISTERED BEHAVIOR TECHNICIAN | AUG 2019 - JAN 2020

- Provided one-on-one therapy with children with Autism in a home setting. Primarily responsible for the direct implementation of behavior-analytic services.
- Observed and recorded clients' behavior through several forms of data collection including Antecedent-Behavior-Consequence and daily session notes.
- Used PEAK for data collection on paper
- 19 hours per week

ACES | REGISTERED BEHAVIOR TECHNICIAN | APRIL 2019 TO JULY 2019

- Provided one-on-one therapy with children with Autism in a clinical setting. Primarily responsible for the direct implementation of behavior-analytic services.
- Proficiently implemented prompting hierarchy- least to most intrusive- when placing a demand
- Records clients' information on graphs, accurately indicating the progress of behavior intervention plan

CLOVIS UNIFIED SCHOOL DISTRICT | INSTRUCTIONAL ASSISTANT II, SPED| SEPT 2017 TO JUNE 2019

- Lead Instructional Assistant; diligently trained new staff in classroom
- Provided instructional assistance, individually or in groups, to students with intellectual disabilities in a classroom setting; assisted teacher with classroom tasks; collected data involving the student's scholastic progress.
- Communicated confidently and professionally with parents, supervisors, behavior analysts, teachers, and other members of clients' team as necessary.

STIRRUPS AND SMILES | VOLUNTEER COORDINATOR | SEPT 2016 TO JUNE 2017

- Scheduled and recruited volunteers, supervised volunteer orientation, regularly assisted equine therapy sessions with children, created website for annual fundraiser, built equipment to enhance therapy sessions
- 15 hours per week of volunteering

References

SYLVIA OGDEN

- Organization: Clovis Unified School District
- Title: Education Specialist
- Phone: 559-367-9666
- Email: sylviaogden@cusd.com

COURTNEY GEBHART, CCC-SLP

- Organization: Clovis Unified School District
- Title: Speech-Language Pathologist
- Phone: 559-906-8085
- Email: courtneygebhart@cusd.com

DEBORAH COCKERHAM

- Organization: Stirrups and Smiles/ Pediatric Therapy Association
- Title: Certified Occupational Therapy Assistant
- Phone: 501-593-5154
- Email: kaidac@yahoo.com

SHANNON CURETON

RBT, SLPA

Behavior Technician with 3 years of experience implementing behavioral plans and designated interventions for clients suffering from various behavioral conditions. In-depth knowledge of treatment plans and modification strategies. Skilled relationship-builder with first-rate communication and time management abilities. Committed to promoting development of functional skills and independence. Licensed Speech-Language Pathologist Assistant with documented success providing speech and language support using augmentative communication devices and tools to enhance oral-motor skills. Assists patients with chronic speech and language impairments in healthcare and school-based settings to facilitate treatment options. Florida license and Master of Arts in progress in Exceptional Student Education with a specialty in ABA.

Contact

Address

Tampa, FL 33602

Phone

(813) 516-9581

E-mail

Shannoncure@gmail.com

Skills

Problem resolution

MS Office

Excellent communication skills

Data collection and entry through various portals

Project organization

Billing clients through various portals

Relationship development

Work History

2022-06 - **Speech Language Pathologist Assistant**

Current

Independent Living Inc, Tampa, FL

- Assist speech-language pathologists in the assessment and treatment of speech, language, voice, and fluency disorders
- Implement speech and language programs or activities as planned and directed by speech-language pathologists
- Monitor the use of alternative communication devices and systems
- Supported, identified and celebrated developmental milestones to enhance relationship with patient.
- Liaised with multi-disciplinary team to incorporate treatment plan ideas, goals and objectives.
- Performed clerical duties to prepare therapy materials and schedule exercises and activities.
- Educated patient, family and community about speech-improvement to facilitate home-care therapy.

2020-10 - **Registered Behavior Technician**

Current

Independent Living Inc, Tampa, FL

- Provides direct one-on-one behavioral interventions to teach communication, social, and daily living skills and reduce problematic behaviors in clinic
- Assisting BCBA's and supervisors with behavior

Self-motivated and determined

Prioritizing Teamwork

Treatment plan implementation

Integrated care understanding

SOAP notes expertise

reduction and skill acquisition plans.

- Used Datafinch to document patient information, progress notes, and treatment plans.
- Conducted functional behavior assessments, functional analysis, preference assessments, and assessments of basic learning and language skills to identify target behaviors and purpose of behaviors.
- Worked as part of collaborative team to address changing needs of children and families.
- Promoted positive interactions with children with ADHD, Autism and oppositional defiance behavior by using visual supports, simplifying communication, and utilizing stress scales to turn emotions into concrete concepts.

2019-01 - Sales Associate

2020-09 *Zoom Tan, Tampa, FL*

- Educated clients on health and safety of tanning facilities and procedures
- Assigned clients to appropriate facilities based on desired treatments and health needs.

2016-01 - Family Nanny

2018-08 *The Siftar Family*

- Offered positive and nurturing environments to support child social and emotional growth
- Monitored schedules to maintain sleeping, eating and school schedules for children
- Coordinated different types of activities to enhance physical and intellectual development
- Balanced playtime and limited screen time to optimize types of stimulation and support development of fine motor, gross motor and cognitive skills.

2017-09 - Hostess

2018-05 *Mother's Florida, FL*

- Managed in-person and telephone guest inquiries, customer service requests and reservation bookings using POS system Assisted FOH and BOH staff with preparing for events

Education

**Bachelor of Science: Family And Child Sciences,
Psychology**

Florida State University - Tallahassee, FL

GPA: 3.8, , Developmental Disabilities, and Religion

2018-06

**Coursework in Family Diversity, Public Policy, and Child
Guidance**

Dean's List Summer 2018, Fall 2018, Spring 2019, Summer
2019, Fall 2019, Spring 2019, Summer 2020

High School Diploma

Alonso High School - Tampa, FL

Advanced Placement and Dual Enrollment Student

2019-01

Study Abroad Program Valencia

2022-11 - Master of Arts: Applied Behavioral Analysis

2024-01

University of West Florida

GPA: 4.0

Bachelor of Science: Family Child Sciences

Florida State University

Alumna of Alpha Chi Omega Bright Futures Scholarship

STEM scholarship for FSU's International Program

Participant in Donuts for DVA and Dance Marathon

TIANNA MRVA

MEDICAL SCIENCES | BEHAVIORAL SCIENCE

✉ tiannamrva55@yahoo.com

📞 (813) 569 - 8365

📍 Tampa, FL

EDUCATION:

University of South Florida Tampa, FL

Bachelor of Biomedical Science
Psychology Minor
December 2021

- Florida Occupational Therapy Association
- Delta Delta Delta Sorority Member

Florida Atlantic University Boca Raton, FL

Associates of Arts
Biology Concentration
December 2019

SKILLS & LICENSES:

- RBT Certification
- Notary License
- CPR/First Aid Certified
- Fair Housing Act Training by Lutz Bobo & Telfair Law Firm
- Copy Writing
- Adobe Illustrator and Photoshop
- Event Marketing and Community Engagement

PROFESSIONAL EXPERIENCE:

Independent Living Inc.

Registered Behavior Technician

Tampa, FL

May 2022 – Current

- Implement client goals created by a BCBA in each child's individualized treatment plan to focus on social skills, living skills and academic skills, using a 1:1 teaching format
- Complete data collection and session notes daily to track and show client progress while maintaining client confidentiality in accordance with HIPAA laws and regulations
- Assist with creation of therapy materials and worked closely with other pediatric disciplines (Speech Pathologists, Occupational Therapists, Physical Therapists, and Early Interventionists) to teach children language, communication, social skills, daily living skills, pre-academic skills

Bedrock Communities

Executive Assistant

Tampa, FL

September 2020 – May 2022

- Support EVP in all aspects of their daily activities including scheduling, communication, expense management, and other administrative duties
- Design and write copy for community newsletters to spotlight events, promotions, and other announcements
- Adept in performing basic accounting processes including data entry, billing, and accounts payable/receivable
- Skillfully communicate with all levels of employees and management
- Prioritize workload while managing multiple projects to meet and exceed deadline expectations
- Create advertisements and plan open house events for housing communities
- Run background checks and approve/deny housing applicants using pertinent personal information
- Create company training documents to support onboarding of new employees

WTS International - Mira Bay

Camp Instructor

Apollo Beach, FL

May 2018 - August 2019

- Implemented lesson plans, and daily enrichment activities that promoted individual child development
- Organized specialized activities and assisted children during all activities where adult help was needed
- Standard First Aid, CPR and AED Certification (*June 2019 – June 2021*)

West Marine

Assistant Manager

Apollo Beach, FL

May 2017-August 2018

- Ensured an excellent shopping experience with sales and service for customers
- Acted as a key-holder responsible for opening/ closing the store
- In the absence of the Store Manager, led the entire operation ensuring that store standards and best practices were consistently met

Sales Associate

INTERVENTIONISTS, BEHAVIORAL THERAPISTS RFP SCORING MATRIX

	<i>1 - True Blue Therapy LLC</i>	<i>2 - Independent Living Inc.</i>	<i>3 - PBS Corp.</i>	<i>4 - Orange Tree Staffing</i>	<i>5 - InHealth Staffing LLC</i>
Rater 1	2.5	3.5	2.0	3.0	2.1
Rater 2	4.1	3.9	3.7	4.3	3.3
Rater 3	4.1	4.9	4.0	5.0	3.6
Rater 4	3.9	4.7	2.3	3.3	1.7
Rater 5	3.9	3.9	3.7	3.5	1.4
	18.4	20.9	15.7	19.0	12.1

ACTION

ITEM IV.A.C.

ISSUE:	Approval of allocation of funds for crisis and behavior management services
FISCAL IMPACT:	Not to exceed \$100,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to Adapt & Transform Behavior LLC not to exceed \$100,000

NARRATIVE:

Vendor Representatives Present at Meeting: Samantha Fuesy, MA, BCBA, Owner/Manager and Emily Kieffer, MA, BCBA, Owner/Manager, Adapt & Transform Behavior LLC

Product or Service: The ELCHC is contracting for professional crisis management training services and behavior management training that include but are not limited to prevention, de-escalation, and crisis intervention techniques.

Brief History: Seventy percent of our providers surveyed said they want support for working with children with challenging behaviors and/or differently disabled children. In our history, we have not offered this resource and want to do so with American Rescue Plan Act funding.

Purpose: Our goal is to train 15 ELCHC staff members in crisis management instructor certification, up to 10 ELCHC staff members in behavior management instructor certification, and up to 90 early childcare teachers/providers in basic crisis management certification that would allow safe prevention and de-escalation of challenges in behavior for young children within their care.

Contract Performance: The services must be deliverable in person at the ELCHC's property location, online, or a combination of both. The ELCHC has not contracted with this vendor in the past.

Outcome: Ideally, the services provided would train ELCHC screening and assessment team members and early childcare providers to increase positive relationships between teachers and students, strengthen positive student behaviors and decrease dangerous/maladaptive behaviors in the classroom setting.

Budget Impact: This is a contract with a budget not to exceed \$100,000.

RFP Posting Details (18 calendar days):

11/2/2023 - RFP was posted to website and Florida Marketplace

11/20/2023 – Posting closed at 5pm

RFP Responses: Four (4) responses were received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the three (3) scorers to come up with a total score with a maximum score of 15 points.

RFP Total Scores with a maximum of 15 points:

Adapt & Transform Behavior LLC	10.4 (highest scoring bidder)
FirstDay Learning, Inc.	9.2
Crisis Prevention Institute	8.3
Professional Crisis Management Association	6.8

Letters of Testimony:

1. True Core Behavioral Services Department of Education training and service grant
2. True Core Behavioral Services Tampa Residential Facility



REQUEST FOR PROPOSAL
Crisis and Behavior Management Training Services

November 2, 2023 to November 20, 2023

Inquiries and proposals should be directed to:
Gary Meyer
Chief Financial Officer

Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
gmeyer@elchc.org



I. GENERAL INFORMATION

A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract with a single or multiple organization(s) or independent contractors that can provide professional crisis management training services and behavior management training that include but are not limited to prevention, de-escalation, and crisis intervention techniques, during the period December 2023 and June 2024.

B. **Who May Respond.** Any U.S. based organization or independent contractor providing crisis management and behavior management training services.

C. **Instructions on Proposal Submission.**

1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on November 20, 2023.

2. **Inquiries.** Inquiries concerning this RFP should be emailed to:

Gary Meyer
Chief Financial Officer
gmeyer@elchc.org

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal’s timeline. Failure to comply with this request will result in disqualification of the proposal.

4. **Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.



5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in December, 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide crisis and behavior management



training services to both ELCHC staff and early childcare providers. Our goal is to train 15 ELCHC staff members in crisis management instructor certification, up to 10 ELCHC staff members in behavior management instructor certification, and up to 90 early childcare teachers/providers in basic crisis management certification that would allow safe prevention and de-escalation of challenges in behavior for young children within their care. Ideally, the services provided would train ELCHC staff and early childcare providers to increase positive relationships between teachers and students, strengthen positive student behaviors and decrease dangerous/maladaptive behaviors in the classroom setting. The services must be deliverable in person at the ELCHC's property location (see address on cover page), online, or a combination of both.

Responders to the RFP:

Responders to the RFP will provide support towards the successful training of ELCHC select staff and providers/teachers in crisis management instructor certification, basic crisis management techniques and education, and overall behavior management techniques.

The crisis management service company will provide the Early Learning Coalition of Hillsborough County (ELCHC):

1. Trauma informed instructor certification training in crisis management at the ELCHC's property location and/or online
2. Trauma informed instructor certification in behavior management techniques at the ELCHC's property location and/or online
3. Direct to teacher/provider training for basic level crisis management techniques
4. Legal/Liability protection and related proof of insurance
5. Access to consultation with a certified professional in the field of behavior analysis/crisis management and interventions
6. Flexibility in selecting dates and times of trainings offered
7. Access to supportive resources and materials such as manuals, ebooks, and videos
8. Access to bilingual instructional materials, resources and professional staff members

IV. CONTRACT ETHICS



1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither the Coalition’s responsibility nor practice acknowledging receipt of any proposal. It is the responder’s responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)



2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.
- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 2, 2023
Deadline to submit questions	November 9, 2023 to gmeyer@elchc.org Please title subject "RFP: Crisis and Behavior Management Services Question" Questions will be answered by November 14, 2023.
Proposal Due Date	November 20, 2023, 5:00 pm (EST)
Evaluation Period Begins	November 21, 2023
Award and Contract Execution	December, 2023

VI. RFQ SCORING. Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Ability to meet needs of items listed in scope of services	40%
List of 5-7 current client reviews	20%
Ability to demonstrate exceptional response time and satisfaction guaranteed	20%



Cost/Value	15%
Certified Minority-Owned Business	5%



EXHIBIT A

Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}



THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits,



judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.
2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:



- a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter “Work”) developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR’s responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable, law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the “Edit Company Profile” screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION’s duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality



1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures



This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
 - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.



P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.



R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or



2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.



3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.



IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR

{insert name}

{Insert title}

{Insert Vendor Name}

COALITION

{insert name}

{Insert title}

Hillsborough County School Readiness
Coalition, Inc. d/b/a Early Learning Coalition of
Hillsborough County

Date

Date

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**



Please consider this formal PROPOSAL to the Early Learning Coalition of Hillsborough County (ELCHC) for Crisis and Behavior Management Training Services.

Organizational information

Adapt & Transform Behavior LLC (ATBx)
4518 3rd Ave S,
St Petersburg FL 33711
outreach@atbx.org

Samantha Fuesy, MA, BCBA
Owner/Manager
sfuesy@atbx.org
(727) 417-3269

Emily Kieffer, MA, BCBA
Owner/Manager
ekieffer@atbx.org
(813) 598-5992

ATBx maintains a Certified Business Enterprise certification with a Woman-Owned Designation issued by the Office of Supplier Diversity. Please find the certificate provided in this application package for verification.

ATBx maintains no other office space. ATBx provides direct services in facilities, group homes, and individual residences.

Detailed Scope of Work Items

In response to the scope of services outlined in this RFP ATBx can provide our uniquely tailored, trauma-informed training and coaching services for basic Crisis Management certification as well as for training instructors in Crisis Management and Behavior Management at the ELCHC's property location using evidence-based Behavior Skills Training (BST). The goals of these trainings will be to teach safe prevention and de-escalation of challenging behavior for young children, and teach ELCHC staff and early childcare providers how to increase positive relationships between teachers and students, strengthen positive student behaviors and decrease dangerous/maladaptive behaviors in the classroom setting.

Included with these training workshop packages is follow up coaching and consultation with ATBx expert trainers for Crisis Management and Behavior Management trained instructors. ATBx provided coaching is in-the-moment teaching that happens in the environment where the trained skills need to occur. Empirical research studies, and our own experiences providing these kinds of training, have clearly demonstrated the added impact of in-the-moment coaching in helping trained individuals actually use and practice what they have learned in the workplace.

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**



Coaching sessions with ATBx expert trainers will be conducted in person (preferred) and virtually (as needed) to allow for maximum flexibility in scheduling. During coaching sessions, proficiency data will be collected and used to provide individualized feedback to trained instructors on their ability to implement strategies taught in the workshops in the actual workplace (school, childcare home, training center etc.). This data will also be shared with ELCHC leadership to facilitate data-based decisions on strategies to improve proficiency for instructors

As a long time and experienced service provider in the state of Florida, ATBx has existing legal/liability protection and related proof of insurance equal to, or in excess of, the amounts outlined in this RFP. Personnel delivering training are certified professional in the field of Behavior Analysis and Professional Crisis Management (PCM). ATBx Owners/Managers and key personnel are all Board Certified Behavior Analysts (BCBAs) and have extensive experience providing training and coaching in trauma-informed crisis and behavior management strategies in group homes as well as for detention and residential facility staff. ATBx's staff of over 15 well qualified BCBAs will allow for greater access and more flexibility in scheduling our training and consultation services. ATBx also has bilingual BCBAs who will be specifically available to provide instruction and who have previously developed bilingual instructional materials and resources for other ATBx training programs. Building off ATBx's prior training contracts we also have already developed an extensive set of supportive resources and supplemental materials for those wanting more information.

Please find a more detailed description of the training logistics, timeline, and budget for each training goal described in this RFP, as well as a description of BST, the evidence-based training strategy that will be used for direct training. BST is also the training strategy we will teach the Crisis and Behavior Management Instructors to use when teaching other teachers/providers.

Behavioral skills training (BST) is an empirically supported training strategy that involves four main components: (i) instructions, (ii) modeling, (iii) rehearsal/role-play, and (iv) feedback. In a BST model, rehearsal and feedback occur in a loop until mastery is achieved, following which participants are then able to independently complete the targeted skill. The objective of each training session will be for participants to independently demonstrate a specific set of targeted skills. Performance of each targeted skill will be assessed during training sessions. ATBx recommends that a score of at least 90% proficiency during rehearsal/role-play in workshops and during in-the-moment follow up coaching with ATBx expert trainers be required for instructor certification to be awarded.

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**

Instructor certification training in Crisis Management

ATBx will plan to train 15 members of ELCHC staff to be Crisis Management Instructors to have the knowledge and skills needed to competently train non-physical crisis management strategies focusing on prevention & de-escalation. This includes training instructors in how to use BST to establish the targeted skill as well as how to use checklists for tracking proficiency during follow up coaching.

Training Logistics

- *Workshop*: 20 hours in workshop spread across nonconsecutive days as needed
 - Across 4 partial days (~4 hours/workshop)
 - or
 - Across 3 full days (~7 hours/workshop)
 - Pre and post workshop knowledge and proficiency scores
 - ATBx suggests proficiency score of 90% or greater
- *Coaching*: up to 20 hours (onsite and virtual) with ATBx expert trainer
 - Coaching will be spread out across the 7 month contract and scheduled between nonconsecutive workshop days and after workshops have been completed
 - Instructors must co-lead one basic crisis management training course with ATBx expert trainers (up to 2 co-instructors per session)
- Proficiency assessed through coaching
 - ATBx suggests proficiency score of 90% or greater

Timeline, Scheduling, and Capacity

- *Timeline*: workshops, coaching, and consultation services will be provided during the seven month period between December 2023 to June 2024
- *Scheduling*: ATBx will work with ELCHC management to coordinate staff availability for workshops and follow up coaching throughout the seven month contract
- *Workshop Capacity Options*:
 - Option 1: minimum of 5 people per workshop - 1-2 ATBx Expert Trainers/session
 - Up to 3 training groups x 4 partial days = 12 training sessions
 - or
 - Up to 3 training groups x 3 full days = 9 training sessions
 - Option 2: maximum of 15 per workshop - 2-3 ATBx Expert Trainers/session
 - 1 training group x 4 partial days = 4 training sessions
 - or
 - 1 training group x 3 full days = 3 training sessions
- *Coaching Capacity*:
 - Up to 20 hours of in-the-moment coaching with ATBx trainers will be scheduled using Calendly® or other similar scheduling software
 - Co-leading basic crisis management courses will be scheduled based on the workshop timeline and scheduling for the basic crisis management course (see below)

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**

Training Curriculum

- Behavior Basics
 - Science of Behavior, understanding why (functions of behavior), behavior principles (reinforcement, punishment, extinction), shaping, how to choose replacement skills/behaviors
- Crisis Management Basics
 - *Crisis Prevention*: Quality Instruction decreases the need for behavior reduction, identifying individual strengths, deficits, classroom/environment set up, pairing (building rapport)
 - *Crisis De-escalation*: differential reinforcement, stop redirect reinforce, response blocking, function based responding, pivot praise, redirection
- Instructor Certification
 - BST and coaching concepts and practice
 - Co-lead crisis management course with ATBx instructor
 - In-the-moment coaching sessions with BCBA with instructor demonstrating use of crisis management basics and behavior basics

Budget

- \$40/hour x 20 hours for workshop time =	\$800
- \$100/hour x 20 hours direct coaching time & co-leading =	<u>\$2000</u>
- Cost per person	\$2800
- \$2,800 per person x 15 people =	\$42,000

Instructor certification training in Behavior Management

ATBx will plan to train 10 members of ELCHC staff to be Behavior Management Instructors. This includes training instructors in how to use BST to establish the targeted skill as well as using checklists for tracking proficiency.

Training Logistics

- *Workshop*: 20 hours in workshop spread across nonconsecutive days as needed
 - Across 4 partial days (~4 hours/workshop)
 - or
 - Across 3 full days (~7 hours/workshop)
 - Pre and post workshop proficiency scores
 - ATBx suggests proficiency score of 90% or greater
- *Coaching*: up to 20 hours (onsite and virtual) with ATBx expert trainer
 - Coaching will be spread out across the 7 month contract and scheduled between and nonconsecutive workshop days and after workshop has been completed
- Proficiency assessed through coaching
 - ATBx suggests proficiency score of 90% or greater

Proposal - Crisis and Behavior Management Training Services Early Learning Coalition of Hillsborough County

Timeline, Scheduling, and Capacity

- *Timeline:* workshops, coaching, and consultation services will be provided during the seven month period between December 2023 to June 2024
- *Scheduling:* ATBX with work with ELCHC management to coordinate staff availability for workshops and follow up coaching throughout the seven month contract
- *Workshop Capacity Options:*
 - Option 1: minimum of 5 people per workshop - 1-2 ATBx Expert Trainers/session
 - Up to 2 different training groups x 4 partial days = 8 sessions
 - or
 - Up to 2 different training groups x 3 full days = 6 sessions
 - Option 2: Maximum of 10 per workshop - 2-3 ATBx Expert Trainers/session
 - 1 training group x 4 partial days = 4 sessions
 - or
 - 1 training group x 3 full days = 3 sessions
- *Coaching Capacity:*
 - Up to 20 hours of coaching with ABTx trainers will be scheduled using Calendly® or other similar scheduling software

Training Curriculum

- Behavior Basics
 - Science of Behavior, understanding why (functions of behavior), behavior principles (reinforcement, punishment, extinction), shaping, how to choose replacement skills/behaviors
- Classroom management techniques
 - Passive and active management techniques, instructional techniques, shaping techniques, tool component composite analysis, functional communication training, Behavior Skills Training, Direct Instruction, Learning Channels, Good Behavior Game, Response to Intervention (RTI)
- Instructor Certification
 - BST and coaching concepts and practice
 - In-the-moment coaching sessions with BCBA with instructor demonstrating use of classroom management techniques and behavior basics

Budget

- \$40/hour x 20 hours for workshop time =	\$800
- \$100/hour x 16 hours direct coaching time (no co-leading) =	<u>\$1600</u>
- Cost per person	\$2400
- \$2,400 per person x 10 people =	\$24,000

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**

Direct to teacher/provider training for basic level crisis management techniques

ATBx will plan to train up to 90 early childcare teachers/providers in non-physical crisis management strategies focusing on prevention & de-escalation at the ELCHC facility on a rolling basis. In-the-moment coaching for this group can be added to the contract if requested.

Training Logistics

- *Workshop*: 14 hours in workshop spread across nonconsecutive days as needed
 - Across 4 partial days (~3.5 hours/workshop)
 - or
 - Across 2 full days (~7 hours/workshop)
 - Pre and post workshop proficiency scores
 - ATBx suggests proficiency score of 90% or greater

Timeline, Scheduling, and Capacity

- *Timeline*: workshops, coaching, and consultation services will be provided during the seven month period between December 2023 to June 2024
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- *Workshop Capacity Options*:
 - Option 1: minimum of 5 people per workshop - 1-2 ATBx Expert Trainers/session
 - Up to 18 different training groups x 4 partial days = 72 sessions
 - or
 - Up to 18 different training groups x 2 full days = 36 sessions
 - Once scheduled enrollment can continue until capacity of 12 participants is reached
 - Option 2: maximum of 12 per workshop - 2-3 ATBx Expert Trainers/session
 - 8 training groups x 4 partial days = 32 sessions
 - or
 - 8 training groups x 2 full days = 16 sessions
 - *Crisis Management Instructors (above) required to co-lead one full day session or two partial days sessions - up to two co-leads per session*

Training Curriculum

- Behavior Basics
 - Science of Behavior, understanding why (functions of behavior), behavior principles (reinforcement, punishment, extinction), shaping, how to choose replacement skills/behaviors
- Crisis Management Basics
 - *Crisis Prevention*: Quality Instruction decreases the need for behavior reduction, identifying individual strengths, deficits, classroom/environment set up, pairing (building rapport)
 - *Crisis De-escalation*: differential reinforcement, stop redirect reinforce, response blocking, function based responding, pivot praise, redirection

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**

Budget

- \$100/hour x 14 hour workshop = \$1400
- 8-18 training groups x \$1400 = **\$11,200 - \$25,200**

The range in this budget is to facilitate maximum flexibility in scheduling these 90 individuals. If we can coordinate scheduling larger groups for this training (maximum 12), instead of small groups (minimum 5), then the cost will be less. Since these costs are based on per workshop, and not person, the hourly rate is higher.

Additional services to be negotiated

- Coaching \$100/hour in behavior basics and basic level crisis management techniques
- Suggest 20 hours (onsite and virtual) with ATBx expert trainer
- Proficiency assessed and reported through coaching
 - ATBx suggests proficiency score of 90% or greater
- Up to 3 people can be coached at a time if in the same setting

Biographies of key personnel involved in service delivery

Please find a brief description of qualification of key personnel involved in service delivery. For additional information please find each key personnel's resume included in the application.

Samantha Fuesy, MA, BCBA is co-founder of ATBx and has extensive experience training and coaching for both Crisis and Behavior Management procedures and techniques across a variety of youth settings (E.g., special education, IDD, child welfare, juvenile justice). She received her Masters degree in Applied Behavior Analysis from the University of South Florida and has been a practicing Board Certified Behavior Analyst (BCBA) for a decade with most of that time spent working with at-risk and special needs children and is an expert in the field of Applied Behavior Analysis and has given a variety of professional presentations on these topics (see resume).

As the co-owner and manager of ATBx Samantha has first hand, intimate knowledge of the importance of crisis and behavior management training and the potentially dangerous conditions created for both staff and children when practices are used incorrectly. With ATBx, Samantha has created a curriculum, including digital support materials (PowerPoint slides, handouts) and assessments to train individuals across the Florida juvenile justice and foster care systems. Samples of this curriculum and assessments are available upon request. Samantha has also designed training materials and assessments for the Tampa Police Department to train officers on behavior science informed strategies for engaging with individuals with learning disabilities or other psychiatric diagnoses. Samantha also has extensive experience working with and training multidisciplinary teams consisting of, psychiatrist, nurses, psychologist, social workers, mental health counselors, case managers, juvenile probation officers and operational staff. Finally, Samantha has also provided oversight and consulting on the development of behavior management systems at high and moderate risk facilities across Florida.

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**



Emily Kieffer MA, BCBA, is the other co-founder of ATBx and has been a practicing Board Certified Behavior Analyst (BCBA) for almost 10 years. Emily has been working in Juvenile Justice facilities for over 8 years and has helped facilitate training and evaluation of other behavior analysts, juvenile justice facility staff, and has worked with hundreds of children in the Florida juvenile justice system. Prior to working in juvenile justice, Emily worked with children and adults with developmental disabilities in their homes, communities, and schools, including implementing early intervention Autism treatment programming. As she worked with her clients, she provided coaching to parents, caregivers, and teachers assisting them with behavior plan programs and implementation.

Emily worked with ATBx co-founder Samantha Fuesy to develop a new Behavior Management System (BMS) for Florida Department of Juvenile Justice. As part of the development Emily worked alongside staff and administrators to develop an effective and socially valid BMS. Emily also assisted with the dissemination of the BMS across 21 detention centers. This included training staff and administrators for each center (Training over 2000 staff and administrators).

Sara Hordges, MS, BCBA, will serve as one of ATBx's expert trainers. A native Spanish speaker, Sara has considerable experience developing and delivering training workshops for ATBx and for her previous role at Engage Behavioral Health. Sara has a Masters degree in Applied Behavior Analysis from the University of South Florida and has been a BCBA for over 6 years. As one of ATBx's Chief Analysts she has worked in a variety of settings to train staff. Sara also created, in partnership with another of ATBx's bilingual BCBAs Maria Hernandez (described below), a Spanish translation of the curriculum developed by Samantha mentioned above.

Marla Hernandez, MS, BCBA, also a native Spanish speaker, will also be available to support bilingual training needs. As one of ATBx's Lead Analysts she has worked for the last two years with Adapt & Transform Behavior and also has direct experience working with young children with her degree in Elementary Education. In addition to providing individual behavioral services Marla has participated in curriculum development and provided training for a diverse set of caregivers (parents, teachers, facility staff) throughout multiple settings (home, community, school, residential facility). While at ATBx Marla has led a push for Spanish translations of ATBx's training curriculum. An example of this work completed in partnership with Sara Hordges was mentioned above and can be provided upon request. Marla and Sara's extensive experience supporting bilingual training means that the training materials ATBx provides carefully considers the language-specific differences in how the curriculum should be presented resulting in higher quality instructional materials for bilingual learners.

Nicole Harris, MS, BCBA, will also serve as an expert trainer. Nicole earned her Master of Science in Applied Behavior Analysis from the University of South Florida. She has been working with at-risk and special needs children since 2016 and has experience in clinical, school, residential, and group home settings. She joined Adapt & Transform Behavior in 2020 and has served as a Chief Analyst since 2021.

**Proposal - Crisis and Behavior Management Training Services
Early Learning Coalition of Hillsborough County**

List of prior related work, sample contracts, letters of testimony

See attached letters

- True Core Behavioral Services Department of Education training and service grant
- True Core Behavioral Services Tampa Residential Facility

For testimonial from Family Support Services contact:

Amber Savidge MSW, CWCM
CMO Support Coordinator
Family Support Services
Amber.Savidge@fsssuncoast.org
(727) 426-8318

Proposed fee for providing services

Budget details and options for the proposed service can be found under the Budget portion of each training outlined above.

Total Proposed Cost = \$77,200 - \$91,200

Range based on the number of training sessions required for training basic crisis management techniques.

Please find ATBx's agreement that we will enter into a standard ELCHC attached as Exhibit A.

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

Adapt & Transform Behavior LCC

For

Crisis and Behavior Management Training Services

THIS AGREEMENT is made and entered into as of November 20, 2023, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and Adapt & Transform Behavior LCC with offices at 4518 3rd Ave S, St. Petersburg, FL, 33711 ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on December 1st, 2023 or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude 90 days after the "Effective Date" or March 1st, 2024, whichever is later ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for Crisis and Behavior Management Training Services in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on November 20, 2023 (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference.

In response to the scope of services outlined in this RFP ATBx can provide our uniquely tailored, trauma-informed training and coaching services for basic Crisis Management certification as well as for training instructors in Crisis Management and Behavior Management at the ELCHC's property location using evidence-based Behavior Skills Training (BST). The goals of these trainings will be to teach safe prevention and de-escalation of challenging behavior for young children, and teach ELCHC staff and early childcare providers how to increase positive relationships between teachers and students, strengthen positive student behaviors and decrease dangerous/maladaptive behaviors in the classroom setting.

Included with these training workshop packages is follow up coaching and consultation with ATBx expert trainers for Crisis Management and Behavior Management trained instructors. ATBx provided coaching is in-the-moment teaching that happens in the environment where the trained skills need to occur. Empirical research studies, and our own experiences providing these kinds of training, have clearly demonstrated the added impact of in-the-moment coaching in helping trained individuals actually use and practice what they have learned in the workplace.

Coaching sessions with ATBx expert trainers will be conducted in person (preferred) and virtually (as needed) to allow for maximum flexibility in scheduling. During coaching sessions, proficiency data will be collected and used to provide individualized feedback to trained instructors on their ability to implement strategies taught in the workshops in the actual workplace (school, childcare

home, training center etc.). This data will also be shared with ELCHC leadership to facilitate data-based decisions on strategies to improve proficiency for instructors

As a long time and experienced service provider in the state of Florida, ATBx has existing legal/liability protection and related proof of insurance equal to, or in excess of, the amounts outlined in this RFP. Personnel delivering training are certified professional in the field of Behavior Analysis and Professional Crisis Management (PCM). ATBx Owners/Managers and key personnel are all Board Certified Behavior Analysts (BCBAs) and have extensive experience providing training and coaching in trauma-informed crisis and behavior management strategies in group homes as well as for detention and residential facility staff. ATBx's staff of over 15 well qualified BCBAs will allow for greater access and more flexibility in scheduling our training and consultation services. ATBx also has bilingual BCBAs who will be specifically available to provide instruction and who have previously developed bilingual instructional materials and resources for other ATBx training programs. Building off ATBx's prior training contracts we also have already developed an extensive set of supportive resources and supplemental materials for those wanting more information.

Please find a more detailed description of the training logistics, timeline, and budget for each training goal described in this RFP, as well as a description of BST, the evidence-based training strategy that will be used for direct training. BST is also the training strategy we will teach the Crisis and Behavior Management Instructors to use when teaching other teachers/providers.

Behavioral skills training (BST) is an empirically supported training strategy that involves four main components: (i) instructions, (ii) modeling, (iii) rehearsal/role-play, and (iv) feedback. In a BST model, rehearsal and feedback occur in a loop until mastery is achieved, following which participants are then able to independently complete the targeted skill. The objective of each training session will be for participants to independently demonstrate a specific set of targeted skills. Performance of each targeted skill will be assessed during training sessions. ATBx recommends that a score of at least 90% proficiency during rehearsal/role-play in workshops and during in-the-moment follow up coaching with ATBx expert trainers be required for instructor certification to be awarded.

Instructor certification training in Crisis Management

ATBx will plan to train 15 members of ELCHC staff to be Crisis Management Instructors to have the knowledge and skills needed to competently train non-physical crisis management strategies focusing on prevention & de-escalation. This includes training instructors in how to use BST to establish the targeted skill as well as how to use checklists for tracking proficiency during follow up coaching.

Training Logistics

- *Workshop*: 20 hours in workshop spread across nonconsecutive days as needed
 - Across 4 partial days (~4 hours/workshop)
 - or
 - Across 3 full days (~7 hours/workshop)
 - Pre and post workshop knowledge and proficiency scores
 - ATBx suggests proficiency score of 90% or greater
- *Coaching*: up to 20 hours (onsite and virtual) with ATBx expert trainer
 - Coaching will be spread out across the 7 month contract and scheduled between nonconsecutive workshop days and after workshops have been completed
 - Instructors must co-lead one basic crisis management training course with ATBx expert trainers (up to 2 co-instructors per session)
- Proficiency assessed through coaching
 - ATBx suggests proficiency score of 90% or greater

Timeline, Scheduling, and Capacity

- *Timeline*: workshops, coaching, and consultation services will be provided during the seven month period between December 2023 to June 2024
- *Scheduling*: ATBx with work with ELCHC management to coordinate staff availability for workshops and follow up coaching throughout the seven month contract
- *Workshop Capacity Options*:
 - Option 1: minimum of 5 people per workshop - 1-2 ATBx Expert Trainers/session
 - Up to 3 training groups x 4 partial days = 12 training sessions
 - or
 - Up to 3 training groups x 3 full days = 9 training sessions
 - Option 2: maximum of 15 per workshop - 2-3 ATBx Expert Trainers/session
 - 1 training group x 4 partial days = 4 training sessions
 - or
 - 1 training group x 3 full days = 3 training sessions
- *Coaching Capacity*:
 - Up to 20 hours of in-the-moment coaching with ABTx trainers will be scheduled using Calendly® or other similar scheduling software
 - Co-leading basic crisis management courses will be scheduled based on the workshop timeline and scheduling for the basic crisis management course (see below)

Training Curriculum

- Behavior Basics
 - Science of Behavior, understanding why (functions of behavior), behavior principles (reinforcement, punishment, extinction), shaping, how to choose replacement skills/behaviors
- Crisis Management Basics

- *Crisis Prevention*: Quality Instruction decreases the need for behavior reduction, identifying individual strengths, deficits, classroom/environment set up, pairing (building rapport)
- *Crisis De-escalation*: differential reinforcement, stop redirect reinforce, response blocking, function based responding, pivot praise, redirection
- Instructor Certification
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 - Cost per person \$2800
- \$2,800 per person x 15 people = **\$42,000**

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 - Up to 2 different training groups x 4 partial days = 8 sessions
 - or
 - Up to 2 different training groups x 3 full days = 6 sessions
- Option 2: Maximum of 10 per workshop - 2-3 ATBx Expert Trainers/session
 - 1 training group x 4 partial days = 4 sessions
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 - 1 training group x 3 full days = 3 sessions
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- \$2,400 per person x 10 people = **\$24,000**

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 - Once scheduled enrollment can continue until capacity of 12 participants is reached
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 - or
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 - *Crisis Management Instructors (above) required to co-lead one full day session or two partial days sessions - up to two co-leads per session*

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Budget

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- 8-18 training groups x \$1400 = **\$11,200 - \$25,200**

The range in this budget is to facilitate maximum flexibility in scheduling these 90 individuals. If we can coordinate scheduling larger groups for this training (maximum 12), instead of small groups (minimum 5), then the cost will be less. Since these costs are based on per workshop, and not person, the hourly rate is higher.

Additional services to be negotiated

- Coaching \$100/hour in behavior basics and basic level crisis management techniques
- Suggest 20 hours (onsite and virtual) with ATBx expert trainer
- Proficiency assessed and reported through coaching
 - ATBx suggests proficiency score of 90% or greater
- Up to 3 people can be coached at a time if in the same setting

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by the end of the Effective Term described above.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed \$91,200.

2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. Invoices will be submitted at the beginning of each month, for three months, for the prior month's training services. All goods and/or services are subject to final approval by a representative of COALITION prior to payment.

3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or

extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

- 1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
- 2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
- 3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
- 4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

- 1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.
- 2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
- 3. An item will not be considered confidential information of the COALITION if it is: a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or b. Obtained from a third party not subject to a duty of confidentiality.
- 4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of

CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit,

examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. Termination due to lack of funds. If funds to finance the agreement become unavailable or if

the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.

2. Termination for cause. In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITION's expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. Termination for convenience. COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITION's interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. After receipt of a notice of termination. Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
 - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:

- a. Are not reasonably available in a reasonable period of time;
- b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
- c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or 2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required

to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for NonFederal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for NonFederal Entity

Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR
Samantha Fuesy, MA, BCBA
Owner/Manager
Adapt & Transform Behavior LLC
11/20/23

COALITION
{insert name}
{Insert title}
Hillsborough County School Readiness
Coalition, Inc. d/b/a Early Learning
Coalition of Hillsborough County
Date

State of Florida

Woman Business Certification

Adapt & Transform Behavior, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
October 21, 2022 to October 21, 2024



J. Todd Inman
Florida Department of Management Services

Samantha Fuesy, MA, BCBA
5210 20th Ave S. Gulfport, FL
SFuesy@atbx.org 727-417-3269

EDUCATION

UNIVERSITY OF SOUTH FLORIDA
Master of Arts, Applied Behavior Analysis

Tampa, FL
December 2013

UNIVERSITY OF SOUTH FLORIDA
Bachelor of Arts, Psychology
Minor, Behavioral Healthcare
Minor, Public Health

Tampa, FL
July 2010

CLINICAL EXPERIENCE

ATBx
Owner & Board Certified Behavior Analyst

St. Petersburg, FL
July 2017 - Present

ATBx's mission is to expand access to behavior analysis services to populations that often have reduced access to effective treatment. Our Analysts actively advocate to ensure quality services are readily available for the most underserved populations whose need for effective treatment is often met with punitive and correctional interventions. In addition, we develop behavior science-informed interventions and training for the leadership of the systems and programs that have been put in place to provide care to these individuals, as they too often lack the resources to effectively train their staff members to meet the high needs of the individuals they are charged with caring for. This also includes training Tampa PD officers during their Critical Intervention training on effective behavior strategies to use when responding to incidents involving adolescents diagnosed with behavioral disorders.

ATBx specializes in providing services in juvenile justice facilities, residential treatment programs and foster care settings. ATBx analysts provide services at all levels including evidence-based leadership performance improvement training, staff training interventions as well as individualized behavior analysis services for children and youth. Staff trainings offered include behavior science basics (antecedent manipulations, non coercive practices, de escalation, behavior tools, etc.), behavior assistant certification course (APD), compliance with facility/program operating procedures and teacher/instructor coaching on differentiated instruction methods and precision teaching interventions for youth in residential treatment programs and correctional settings.

ATBx Chief Analysts are competent in the area of severe behaviors. They train and coach staff in these settings to implement individualized behavior plans for youth who engage in severe problem behaviors that may lead to increased risk of hospitalization, baker acts or law enforcement intervention.

TRUECORE BEHAVIOR SOLUTIONS, LLC
Board Certified Behavior Analyst (BCBA)

Tampa, FL
October 2014 - July 2017

Oversight of the Positive Performance Systems (behavior management system) at a high risk 60 bed male facility and a moderate risk 24 bed male facility. Graphing and data analysis of organizational and individual data. Development and implementation of staff training procedures and staff proficiency checks. Conducting FBAs. Development, implementation and training of individualized behavior plan procedures for high and moderate risk juvenile offenders. Working with and training of a multidisciplinary team consisting of, psychiatrist, nurses,

psychologist, social workers, mental health counselors, case managers, juvenile probation officers and operational staff. Conducting parent training for youth who are parents as well as the parents of the youth in DJJ custody.

POSITIVE BEHAVIOR SUPPORTS CORP.
Board Certified Behavior Analyst (BCBA)

St. Petersburg, FL
December 2013- October 2014

Responsibilities: Conducted and developed functional analyses and functional behavioral assessments. Developing and implementing behavior analysis service plans for children from the ages of 3 and up with a variety of developmental disabilities. Conducting behavior plan training for parents, staff, caregivers, and teachers on behavior programs. Developed, implemented and trained RBTs and caregivers in data collection procedures, Assessment of Basic Language and Learning Skills (ABLLS). NET, and Pivotal Response Training Procedures.

ABA SOLUTIONS
Board Certified Assistant Behavior Analyst (BCaBA)

Tampa, FL
September 2009- October 2014

Responsibilities: Conducting and developing functional analyses and functional behavioral assessments. Developing and implementing behavior analysis service plans for children from the ages of 3 and up with a variety of developmental disabilities. Conducting behavior plan trainings for parents, staff, caregivers, and teachers on behavior programs. Developing, implementing and training of data collection procedures. Using and implementing Assessment of Basic Language and Learning Skills (ABLLS). Training staff and parents on verbal behavior, NET, and Pivotal Response Training Procedures.

NORTHSIDE MENTAL HEALTH CLINIC
Outpatient Intern

Tampa, FL
May 2009- August 2009

Responsibilities: Lead psychoeducational group therapy sessions for children ages 4-8 diagnosed with Attention Deficit Hyperactivity Disorder. Co-Lead group anger management therapy for children ages 5-11. Attended individual Psychiatric treatment sessions and reviewed cases and received feedback from assigned psychiatrists.

PROFESSIONAL PRESENTATIONS

- *Discussant- The Many Applications of ABA: Voluntary Commitment: The Function of Recidivism in Juvenile Justice Settings.* Florida Applied Behavior Analysis Conference. September 2022
- *The Road Less Traveled: Revolutionizing ABA, When Helping Hurts,* Association of Behavior Analysis International Conference. May 2021
- *ABA & Juvenile Justice, Part 1.* Association of Behavior Analysis International Conference. May 2020

RESEARCH EXPERIENCE

Fuesy, D. & Miltenberger R. (December 2013) *An evaluation of staff reactivity following performance feedback and self-monitoring procedures in a group home setting.* Masters Thesis. University of South Florida.

Fuesy, S. & Parker-Singler, S. (May 2012). *Using positive reinforcement and extinction to treat selective food refusal in a child diagnosed with autism.* Poster presented at the annual University of South Florida Community Applications of Behavior Analysis Fair, Tampa, FL.

Fuesy, S. & Parker-Singler (December 2011). *Using a Desensitization Procedure Combined with Peer Modeling to Eliminate the Water Phobia of a Child Diagnosed with Autism*. Poster presents at the University of South Florida Community Application Analysis Fair, Tampa FL.

STUDENT RESEARCH INSTITUTE (PROJECT MY MIND)

Tampa, FL

Adolescent Substance Abuse Lab, Research Assistant

September 2009- February 2009

Supervisor: Mark Goldman, Ph.D. & Ty Brumback M.A.

STUDENT RESEARCH INSTITUTE (PROJECT MYLIFE)

Tampa, FL

Adolescent Substance Abuse Lab, Research Assistant

January 2008 – February 2009

Supervisor: Mark Goldman, Ph.D.

PROFESSIONAL CERTIFICATIONS

Board Certified Behavior Analyst (BCBA): 1-14-9941

February 2014 - Present

Professional Crisis Management Instructor (PCM)

October 2020 - Present

Protective Action Response/Right Interactions

October 2014 - Present

Professional Crisis Management (PCM)

March 2009 - Present

Board Certified Assistant Behavior Analyst (BCaBA)

March 2011 – February 2014

PROFESSIONAL ORGANIZATIONS

Association of Behavior Analysis International

Florida Association for Behavior Analysis

Florida Juvenile Justice Association

REFERENCES

References available upon request

Emily C. Kieffer

4518 3rd Ave S, St Petersburg FL, 33711

Email: ekieffer@atbx.org Phone: (813)-598-5992

Certificates:

- Board Certified Behavior Analyst # 1-14-9941 Fall 2014
- Board Certified Assistant Behavior Analyst Fall 2012- Fall 2014

Education:

- Middle Tennessee State University
Master of Arts: Clinical Psychology, Behavior Analysis
Graduated August 2011
- Southern Illinois University
Bachelor of Arts: Psychology
Graduated May 2009
- Wabash Valley Junior College
Associates in Science
Graduated May 2007

Professional Experience:

- Co-owner and BCBA of Adapt & Transform Behavior LLC
 - Developed company policies and procedures as well as behavior plan templates and trainings. Worked with Department of Juvenile Justice to develop a behavior management system for facilities. Consulted and provided feedback on functional behavior assessments for juvenile offenders within the juvenile justice system. Trained new analysts on behavior plan writing, training staff, and ethically implementing ABA based procedures within a facility setting. Trained facility administration and staff on basic ABA procedures as well as implementing behavior plans. Monitored progress and worked with analysts to train staff on behavior plan implementation. Worked with youths on self-management. Provided oversight and supervision to BCBAs, BCaBAs, RBTs.
June 2017 – present
- University of South Florida Practicum Supervisor for graduate students within the Applied Behavior Analysis Master's program. Met with students weekly and reviewed

Curriculum Vitae

BACB standards and procedures. Supervised students on implementation of ABA procedures within the home and community, parent training, behavior plan writing, graphing, and training behavior team members.

September 2015 - present

- Lead Analyst (Senior Analyst) for PBS Corp. in Hillsborough, Pinellas, Manatee, and Sarasota counties. Provided oversight and supervision to BCBAs, BCaBAs, RBT (registered behavior technician), and behavior assistants (oversight for about 50 clients). Reviewed and provided feedback and consult on functional behavior assessments for children and adults with developmental disabilities. Trained new analysts on behavior plan writing, training assistants, and ethical dilemmas in the home. Trained new assistants on policies, procedures, and implementing behavior plans. Wrote ethical guidelines for regional employees. Monitored progress and worked with analyst to train parents on behavior plan implementation.

September 2015 – December 2017

- Board Certified Behavior Analyst for G4S. in Tampa Bay area. Conducted and updated functional behavior assessments, as well as developed antecedent manipulations/proactive strategies; developed consequence intervention for inappropriate behaviors for youths (ages 12-18) residing in a juvenile facility. The youths ranged in ethnicities and different levels of security. Graphed and analyzed targeted behaviors exhibited by youth; identified trends in the data and made clinical recommendations. Attended mental health treatment team meeting to assist with the youth's treatment plan. Trained and monitored implementation of routines conducted by staff, implemented procedures for target behaviors for increase and decrease.

April 2015 – April 2016

- Board Certified Behavior Analyst for PBS Corp. in Tampa Bay area. Conducted and updated functional behavior assessments, as well as developed antecedent manipulations/proactive strategies; developed consequence intervention for inappropriate behaviors for children and adults with developmental disabilities. Graphed and analyzed targeted behaviors exhibited by consumer; identified trends in the data and made clinical recommendations. Trained and monitored implementation of routines conducted by caregivers, implemented procedures for target behaviors for increase and decrease. Monitored and collected data on skill acquisition programs and verbal acquisition programs.

September 2014 – present

- Board Certified Assistant Behavior Analyst for PBS Corp. in Tampa, FL. Conducted and updated functional behavior assessments, as well as developed antecedent manipulations/proactive strategies; developed consequence intervention for inappropriate behaviors for children and adults with developmental disabilities. Graphed and analyzed targeted behaviors exhibited by consumer; identified trends in the data and made clinical recommendations. Trained and monitored implementation of routines conducted by caregivers, implemented procedures for target behaviors for increase and decrease.

Curriculum Vitae

Monitored and collected data on skill acquisition programs and verbal acquisition programs.

April 2013 – September 2014

- Board Certified Assistant Behavior Analyst for ABA Solutions Inc. in Tampa, FL. Conducted and updated functional behavior assessments, as well as developed antecedent manipulations/proactive strategies; developed consequence intervention for inappropriate behaviors for children and adults with developmental disabilities. Graphed and analyzed targeted behaviors exhibited by consumer; identified trends in the data and made clinical recommendations. Trained and monitored implementation of routines conducted by caregivers, implemented procedures for target behaviors for increase and decrease. Monitored and collected data on skill acquisition programs and verbal acquisition programs.

Fall 2012 – June 2013

- Certified behavior assistant for ABA Solutions Inc. Worked with children and adults with developmental disabilities on increasing appropriate behaviors and decreasing inappropriate behaviors in the home and in the community. Also monitored and gave feedback to their families and caregivers on the implementation of the behavior plan developed by the behavior team. Analyzed data of consumer's behaviors displayed during past year.

2011-2012

- Tennessee Department of Corrections practicum student, worked with men and women who were multiple ethnicities and different levels of security. During the 300 hour practicum, I assisted with brief clinical interviews, gave assessments, reported the results of assessments to mental health treatment team, helped inmates with individual psychology education, and lead an anger management group.

February – June 2011

- Tutored and mentored juvenile delinquents ranging in grades from seventh grade to junior in high school once weekly with the program SHOCAP (Serious Habitual Offender Comprehensive Action Program) 2006-2007

Research Experience:

- Helped Nicole Cundiff, a doctoral student, work on her dissertation research; this included literature searches, data cleaning, and making a PowerPoint Slideshow presentation. 2008
- Volunteered in a behavioral genetics twin lab, the Southern Illinois Twins and Siblings Study, directed by Dr. Lisabeth DiLalla; this involved behavioral coding, data entry, and testing twins in the studies. 2008-2009

Curriculum Vitae

- Master's Thesis: Acceptability of Interventions for Children with Autism and Social Skills Deficits.

Honors:

- Dean's List: 2005, 2006, 2007, 2008, 2009
- Chief Executive Officer's Academic Honor Award, 2007
- Who's Who Among Students in American Junior Colleges, 2007

Teaching Experience:

- Tutored a Biology I student 2006
- Tutored a student in Human Anatomy and Physiology 2006
- Tutored a student in Liberal Arts Math and helped with her composition research paper 2007
- Tutored a student in Abnormal Psychology 2008
- Taught a GED Review Summer Course 2009

Service:

- Created a "Wabash Meet and Greet" with other Peer Counselors. This event facilitated interaction between international students and the American students at Wabash Valley Junior College 2006
- Planned and implemented a grant supporting a Diversity of Cultures Fair with other college students at Wabash Valley Junior College 2007
- Volunteered at the Ronald McDonald House in Memphis, Tennessee for a weekend 2007
- Volunteered at Elder's First in Murfreesboro, Tennessee for eight hours 2010

Professional Member:

- OBM Network member
- Florida Association of Behavior Analysis (FABA) member
- Association for Behavior Analysis (ABAI) Affiliate member
- Golden Key International Honor Society
- Psychological Student Organization: Event Coordinator
- Psi Chi: Event Coordinator
- Phi Theta Kappa
- APA student Affiliate

Presentations:

- September 2022, presented at Florida Association of Behavior Analysis (FABA)

Curriculum Vitae

- May 2021, presented at Association for Behavior Analysis International (ABAI): Using High Density ABA to Increase Effectiveness and Efficiency of Facility Wide Interventions in a Juvenile Residential Facility
- May 2019, presented at Association for Behavior Analysis International (ABAI) with Samantha Fuesy: ABA & the Florida Department of Juvenile Justice, Part 1
- Presented Undergraduate poster at the Midwest Applied Psychology Conference (MAPC), Kieffer, E., Adams, K., Kington, D., & Xu, J. (2008) The Affects of Exercise on Short-Term Memory.

References:

- Medea Ehrlich BCBA, ABA Solutions Inc., Tampa, FL medea_ehrlich@yahoo.com
- Dr. Kim Ujcich Ward, Professor, Psychology Department, Middle Tennessee State University, Murfreesboro, TN, 37130 ujcich@mtsu.edu
- Dr. Chris Tate, Professor, Psychology Department, Middle Tennessee State University, Murfreesboro, TN, 37130 jtate@mtsu.edu
- Dr. Sara Vardell, Psychologist for MHM correctional services, svardell@mhm-services.com

Sara M. Hordges

11364 Brookgreen Drive
Tampa, Florida 33624
(646)894-8380
sarahordges@gmail.com

Professional Summary

Board Certified Behavior Analyst (BCBA) with 6+ years of experience in the field of Applied Behavior Analysis. Passionate about aiding and developing skills to individuals with developmental disabilities, students in the school system and youth in the juvenile detention center. Skilled in implementation of individualized programs through attentiveness, communication, and professionalism. Have the facility to work with employees in the work place and attend to caregivers professionally.

Education

Master's August 2018 – May 2020
University of South Florida – Tampa, FL
M.S. – Applied Behavior Analysis

Bachelor's August 2013 – May 2016
University of South Florida – Tampa, FL
B.A. - Psychology
B.S. - Behavioral Healthcare

Professional Experience

Board Certified Behavior Analyst / Chief Analyst July 2019 – Present
Adapt & Transform Behavior – Tampa, FL

- Develop behavior intervention plan for youth
- Conduct indirect and direct assessments
- Collect behavioral data on targeted behavior(s)
- Graph and analyze collected data
- Implement staff training on behavior plans and behavior tools
- Supervise BCaBAs & RBTs
- Conduct reviews and audits over documents
- Assist and respond to high intensity cases
- Collaborate with wraparound teams for individual clients

Board Certified Assistant Behavior Analyst

May 2016 – September 2019

Engage Behavioral Health – Tampa, FL

- Collect behavioral data using the dimensions of behavior
- Implement direct therapy following customized procedures
- Provide Parent Training to caregivers
- Develop aids to assist in the development of skills (e.g. visuals)

Receptionist, Fitness Sales

October 2014 – July 2016

Shapes Total Fitness – Tampa, FL

- Provide membership presentations and club tours
- Utilize extensive computer programs
- Use effective communicative skills per verbal and written
- Develop advertising and marketing to promote sales
- Establish connection with members and prospects through awareness of health and fitness

Camp Counselor

May 2011 – August 2014

YMCA – Zephyrhills, FL

- Implement core values of faith, respect, responsibility, honesty, and caring
- Communicate with parents about campers' experiences and reported concerns
- Draft and execute weekly plans that include songs, games, and crafts
- Responsible for field trip preparations and executions

Certifications

- Board Certified Assistant Behavior Analyst # 0-19-9625
- First Aid/CPR/AED
- Positive Behavior Support (PBS)
- Protective Action Response (PAR)

References

Provided Upon Request

MARLA HERNANDEZ

Curriculum Vitae

407-683-9185 | Cmarlahernandez10@gmail.com

EDUCATION

- M.S. University of Missouri, Columbia, MO** **May 2021**
Master of Science in Applied Behavior Analysis (ABA)
- B.A. University of South Florida, Tampa, FL** **May 2017**
Bachelor of Science in Elementary Education

PROFESSIONAL CERTIFICATION

- Board Certified Behavior Analyst **August 2021**
Registered Behavior Technician (RBT) **July 2019**
Crisis Prevention Institute (CPI) **August 2020 – August 2021**
Florida Teacher Certification K-6 **May 2017**

PROFESSIONAL WORK EXPERIENCE

Case Manager | Severe Behavior Clinic **July 2020 – May 2021**

Thompson Center for Autism and Neurodevelopment Disorders, Columbia, MO

- ◆ Mentored and trained intern students
- ◆ Prepared reports by collecting, analyzing, and summarizing treatment data
- ◆ Collaborated with lead BCBA to develop, monitor, and evaluate treatment plans and progress

Graduate Assistant for Training Interdisciplinary Partnerships and Services (TIPS) for Kids **June 2020 – May 2021**

University of Missouri, Columbia, MO

- ◆ Assisted on building curriculum and schedule for course
- ◆ Lead student discussions on current research in the field of Autism
- ◆ Collaborated and worked in interdisciplinary teams to provide well rounded training to 16 trainees

RBT Graduate Intern **August 2019 – May 2021**

Thompson Center for Autism and Neurodevelopment Disorders, Columbia, MO

- ◆ Designed and implemented Applied Behavior Analysis protocols to clients with autism spectrum disorder between the ages of two to seventeen years
- ◆ Implemented services and took data in severe behavior clinic
- ◆ Conducted behavioral assessments (e.g., FBAs, DTT assessment, etc.)
- ◆ Assisted on initial consults and behavior parent trainings

Applied Behavior Analysis TIPS Trainee **August 2019 – May 2020**

Training in Interdisciplinary Partnerships and Services, Columbia, MO

- ◇ Completed a project that focused on supporting a social language group for children with autism spectrum disorder at the Thompson Center for Autism and Neurodevelopment Disorders
- ◇ Completed three hundred hours of various training activities (e.g., didactic lectures, family shadowing, observation of policy meetings, clinical team meetings, etc.)

Educator, 1st grade

August 2017 – May 2019

Millennia Gardens Elementary, Orlando, FL

- ◇ Planned cohesively as a team with seven other educators
- ◇ Designed engaging academic lesson plans for class and student specific academic intervention plans
- ◇ Communicated daily with faculty and parents to ensure student success

RESEARCH EXPERIENCE

Graduate Research Assistant

August 2019 – May 2021

Thompson Center for Autism and Neurodevelopment Disorders, Columbia, MO

- ◇ Principle investigator for thesis study The Effects of Instruction Format and Mastery Criteria on the Acquisition of Listener Responding Targets for Children with Autism Spectrum Disorder
- ◇ Conducted interobserver agreement reliability for graduate thesis literature review
- ◇ Assisted as a confederate in a graduate thesis on evaluating observer effects on the acquisition of graduate student consultation behaviors
- ◇ Research assistant coordinator

TEACHING EXPERIENCE

Teaching Assistant | Dr. Weyman- ABA and Autism

August 2020 – December 2020

University of Missouri, Columbia, MO

- ◇ Led lectures on behavior analytic principles, procedures, and interventions (e.g., discrete trial teaching, antecedent control procedures, ethics)
- ◇ Created content on behavior analytic principles and behavior interventions to promote engagement and interactive activities among 25 students
- ◇ Assisting course instructor with grading (e.g., homework, exams)

Guest lecture for University of Missouri undergraduate course, Autism and ABA 4/20

PROFESSIONAL PRESENTATION

Thompson Center Student Research Showcase

April 2021

Poster presentation on “The Effects of Instruction Format and Mastery Criteria on the Acquisition of Listener Responding Targets for Children with Autism Spectrum Disorder”

Association of Behavior Analysis International (ABAI)

April 2021

Poster presentation on “A Systematic Review on The Convergence of Mastery Criteria and Instructional Format”

The University of Missouri- Special Education Department, Virtual Mini-Research Conference **April 2021**

Poster presentation on “The Effects of Instruction Format and Mastery Criteria on the Acquisition of Listener Responding Targets for Children with Autism Spectrum Disorder”

GRANT AND FUNDING

The Graduate Professional Council (GPC) Finance Committee **October 2020**
Professional Development Travel Award

LEADERSHIP EXPERIENCE

President for the University of Missouri ABA Student Club, 5/20 – Present

Student committee member for University of Missouri faculty search for Lead Director of ABA program 5/20

Member on District Campus Technology Leaders for Millennia Gardens Elementary, 8/18-5/19

Member on District Professional Learning Community for Millennia Gardens Elementary, 8/18-5/19

PROFESSIONAL REFERENCES

Lorraine A. Becerra, Ph.D., BCBA-D, LBA

Assistant Professor, Special Education
University of Missouri, Columbia
205 Portland St,
Columbia, MO, 65201
(573) 884-4642
LorraineBecerra@health.missouri.edu

Connie M. Brooks, Ph.D.

Associate Clinical Professor
Director of TIPS, Missouri LEND
Director of Health Professions Division
Co-Director of Clinical Training, Dept of Health Psychology
205 Portland Street,
Columbia, MO, 65201
(573) 884-6052
Brookscm@health.missouri.edu

Jennifer Weyman, Ph.D., BCBA-D

Assistant Professor, Special Education

University of Missouri, Columbia
205 Portland St,
Columbia, MO, 65201
(573) 884-1775
Jweyman@health.missouri.edu

Casey Clay, Ph.D., BCBA-D
Director of Behavior Clinics
Thompson Autism Center, CHOC
170 S. Main St. | Orange, CA 92868
Casey.Clay@choc.org

Nicole Harris

6237 S Manhattan Avenue apt 81 Tampa, FL 33616

(727) 686-4533

nharris@atbx.org

Objective Charismatic, observant individual seeking to further professional development in the field of Applied Behavior Analysis by means of employment.

Experience

Senior Board Certified Behavior Analyst

May 2021 - Present

Adapt & Transform Behavior

Tampa, FL

- Supervisor: Samantha Fuesy
- On-board and supervise board certified behavior analysts new to the foster care system and DJJ residential setting
- Participate in company wide Medicaid analyst meetings to discuss client progress, RBT proficiency, and problem solve with a team
- Maintain contact with DCF caseworkers and Medicaid/APD specialists to provide frequent client updates, report any issues/concerns with the group home or caregiver, and advocate on behalf of the client
- Review and provide feedback on Medicaid Behavior Analysis Service Plans (BASP)
- Audit BCBA service binders, graphs, and files for necessary, up to date documentation of services
- Train and supervise BCaBAs and RBTs on implementation of behavioral procedures, data collection methods, behavioral assessments, graphing, and providing supervision and feedback to behavior assistants and group home staff

Board Certified Behavior Analyst

September 2020 - May 2021

Adapt & Transform Behavior

Tampa, FL

- Supervisor: Samantha Fuesy

- Conduct functional behavior assessments and develop behavior analysis service plan for behavior intensive youth
- Train and supervise RBTs, BCaBAs, and behavior assistants on behavior plan implementation
- Train youth care workers (floor staff) in DJJ residential settings on behavioral principles and behavior service plan procedures
- Communicate with stakeholders (e.g., caregivers, guardians, juvenile probation officers, public defenders, education specialists) on youth progress in the program
- Advocate for appropriate, evidence based interventions to address problem behaviors
- Collaborate with youth treatment team members to promote generalization and treatment integrity across implementers

Practicum Student Intern

September 2019 – May 2020

Pasco County Schools

Pasco,

FL

- Supervisor: Anna Randazzo
- Administered assessments with teachers and other school personnel
- Followed team-based approaches to develop behavior plans
- Monitored staff implementation fidelity of behavioral procedures
- Provided school-based consultation for students classified with Emotional/Behavior Disturbance
- Implemented evidence-based practices modified for school-based settings

Registered Behavior Technician

July 2017 – August 2019

Early Autism Project

Tampa,

FL

- Supervisor: Arica Bolechala
- One-to-one Applied Behavior Analytic services for children with Autism Spectrum Disorder
- Accurately record client specific data
- Implement skill acquisition and behavior intervention plans
- Graphing and updating of client's programming
- Collaborate with teachers to implement behavioral supports in a classroom setting

Registered Behavior Technician/Speech Language Pathology

Assistant October 2016 – July 2017

Achieve Ability Therapy Services

Lutz, FL

- Conducted speech therapy services specializing in articulation, stuttering, and language comprehension
- Planned bi-weekly social skills group activities
- Implemented behavioral intervention plans
- Conducted discrete-trial teaching for skill acquisition

Education Bachelor of Arts- Communication Sciences & Disorders

University of South Florida, Tampa, FL

Graduated 05/02/2015

Master of Science – Applied Behavior Analysis

University of South Florida, Tampa, FL

Graduated 05/09/2020



True Potential. Discovered.

TrueCore Behavioral Solutions, LLC
Support Centre - Headquarters
1907 US Highway 301
Building C, Suite 150
Tampa, Florida 33619

Telephone: 813 514 6275
Fax: 813 514 6723
inquiries@truecorebehavioral.com

To Whom it may concern,

TrueCore Behavioral Solutions has partnered with Adapt & Transform Behavior (ATBx) on a Department of Education grant to provide Elementary and Secondary School Emergency Relief (ESSER) programs and Governor's Emergency Education Relief (GEER) programs. The goal of this grant is to support accelerated learning opportunities for students. ATBx was contracted to provide behavior management and classroom management workshops that include training and coaching sessions with TrueCore's Math and Reading teachers. Teachers were trained on basic classroom management techniques (passive and active management, setting expectations, praise rates, behavior principles, pairing, shaping, deescalation) as well as evidence based instruction techniques (fluency based instruction, direct instruction, differentiated instruction, and explicit instruction). Data on teacher and student progress has been collected and shared with our Administration team on a regular and timely basis to meet grant reporting requirements. ATBx led coaching sessions and bi-weekly team meetings are regularly conducted to ensure project coordination with the Administration and Education teams at our facility. We have been fully satisfied with ATBx's service delivery, communication, and consistency since beginning the project.

Best Regards,

A handwritten signature in blue ink, appearing to read "Koljonna Lewis".

Koljonna Lewis, MBA

Director of Community Relations & Education Liaison




To Whom it may concern,

We currently have contracts with Adapt & Transform Behavior (ATBx) to provide a variety of staff training and coaching at our facilities. Currently ATBx provides Behavior Assistant, Behavior Basics, and Behavior Tools training to staff in all 12 of our residential treatment facilities. In addition to facility specific training, the Tampa complex contracts with ATBx to provide Behavior Basics training during our new hire onboarding and orientation training. This training includes follow up and ongoing onsite coaching at our residential treatment programs. These services include regular proficiency checks for staff and administration coaching on staff performance improvement strategies to improve staff proficiency and cooperation. Data collected by ATBx analysts is shared with the administration and regional leadership to aid in decision making.

We have had an ongoing coaching, training and services contract with ATBx since 2017. They have demonstrated a dedication to quality instruction and coaching for our staff and youth.

Sincerely,



Torris Bennett, MA
Director of Operations
TrueCore Behavioral Solutions, LLC

CRISIS AND BEHAVIORAL MANAGEMENT RFP SCORING MATRIX SUMMARY

Rater	<i>1 - Professional Crisis Management Association</i>	<i>2 - Crisis Prevention Institute</i>	<i>3 - FirstDay Learning, Inc.</i>	<i>4 - Adapt & Transform Behavior LLC</i>
Rater 1	2.2	2.7	3.9	4.1
Rater 2	2.7	2.8	3.2	3.5
Rater 3	2.0	2.8	2.2	2.9
	6.8	8.3	9.2	10.4

ACTION

ITEM IV.B.A.

ISSUE:	Approval of allocation of funds to contract for materials for Literacy All Year program
FISCAL IMPACT:	Not to exceed \$100,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to {TBD, insert vendor} not to exceed \$100,000

NARRATIVE:

Vendor Representative Present at Meeting: {TBD, insert name and title}

Product or Service: The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide 50 sets (400 books) of the following items for its Literacy All Year program, promoting reading:

- Big Book Storytelling Kits with a Big Book Stand, including Silly Sally, Dinosaur Dinosaur, If You Give a Mouse a Cookie, Mouse Paint, In the Tall Tall Grass, The Cow that Went Oink, The Seals on the Bus, and From Caterpillar to Butterfly. Each kit has the books, teacher guides, and any accompanying materials or resources.
- Complete Listening Center with four adjustable headphones, a CD player, a junction box, and storage for related materials.
- Listening Library, including It Looked like Split Milk, I Went Walking, Cloudy with a Chance of Meatballs, Harold and the Purple Crayon and Where the Wild Things Are.
- Additional Big Books, including The Doorbell Rang, Caps for Sale, It Looked Like Spilt Milk, Brown Bear Brown Bear, The Little Red Hen, and Where's My Teddy.
- Shipping to Individual Participants.

Brief History: Child care centers and homes have struggled with access to reading materials and programs to promote literacy.

Purpose: To better equip preschool teachers with literacy materials and specific training to help close the literacy gap in children ages 3 to 5 and provide home libraries for children in participating classrooms.

Goals: Better prepare children for kindergarten entry while also forming community partnerships with their neighboring elementary schools through a Zoom/Pen Pal program.

Onboard an additional 35 to 40 VPK Providers on Probation in High Needs Zip codes as determined by our Community Needs Assessment. Survey results show that 51% of educators would like additional language and literacy resources, 43% would like more books and 66% requested additional technology in the classroom.

Contract Performance: This is the first year the ELCHC is contracting with this vendor.

Outcome: Teachers will show a measured improvement in teaching strategies and interactions as shown by their CLASS observations. Increase the percentage of children demonstrating kindergarten readiness as measured by PM3 or ELCHC created assessment.

Budget Impact: This is a contract with a budget not to exceed \$100,000.

RFP Posting Details (30 calendar days):

11/1/2023 - RFP was posted to website and Florida Marketplace

12/2/2023 – Posting closed at 5pm

RFP Responses: {TBD, insert} responses were received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the three (3) scorers to come up with a total score with a maximum score of 15 points.

RFP Total Scores with a maximum of 15 points:



**REQUEST FOR PROPOSAL
LITERACY ALL-YEAR INITIATIVE
NOVEMBER 1, 2023, TO DECEMBER 2, 2023**

**Inquiries and proposals should be directed to:
Gary Meyer
Chief Financial Officer**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
gmeyer@elchc.org**



I. GENERAL INFORMATION

A. Purpose. This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County ("ELCHC" or "Coalition") to identify and contract with a single or multiple organization(s) or independent contractors that can provide 50 sets of the following items:

1. Big Book with storytelling kit, including the following titles:
 - a. Silly Sally
 - b. Dinosaur Dinosaur
 - c. If You Give a Mouse a Cookie
 - d. Mouse Paint
 - e. In the Tall Tall Grass
 - f. The Cow that Went Oink
 - g. The Seals on the Bus
 - h. From Caterpillar to Butterfly
2. Big Book Stand with whiteboard and storage for big books.
3. Complete listening center, including:
 - a. Four adjustable headphones
 - b. CD player
 - c. Junction box
 - d. Storage for materials
4. Listening Library including the following titles:
 - a. It Looked like Split Milk
 - b. I Went Walking
 - c. Cloudy with a Chance of Meatballs
 - d. Harold and the Purple Crayon
 - e. Where the Wild Things Are
5. Additional Big Books:
 - a. The Doorbell Rang
 - b. Caps for Sale
 - c. It Looked Like Spilt Milk
 - d. Brown Bear Brown Bear
 - e. The Little Red Hen
 - f. Where's My Teddy



during the period January 2, 2024 and February 15, 2024.

B. Who May Respond. Any U.S. based organization or independent contractor providing the specific materials described above.

C. Instructions on Proposal Submission.

1. Closing Submission Date. Proposals must be submitted via email no later than 5:00 pm EST on December 2, 2023

2. Inquiries. Inquiries concerning this RFP should be emailed to:

Gary Meyer
Chief Financial Officer
gmeyer@elchc.org

3. Conditions of Proposal. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the "Coalition"),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

4. Right to Reject. The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in December 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the



selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

- II. DESCRIPTION OF ENTITY.** The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre-Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide:

1. **Product Specifications:** Provide the specified Big Books with storytelling kits and additional Big Books with the titles mentioned above. The materials must be of high quality and suitable for educational purposes.
2. **Big Book Stand:** Supply a Big Book Stand with a whiteboard and Big Book storage that is durable, safe, and appropriate for educational use.



3. **Complete Listening Center:** Deliver a complete listening center that includes four adjustable headphones, a CD player, a junction box, and storage for materials. All components must meet educational standards.
4. **Listening Library set:** Provide the specified CD accompanied Read Along books for the titles mentioned above. The materials must be of high quality and suitable for educational purposes.
5. **Delivery:** Specify the delivery schedule, including estimated delivery times and costs for materials as a complete set.
6. **Pricing:** Provide a detailed pricing proposal, including itemized costs for each component and any associated fees (e.g., shipping, handling).
7. **Sole Source Justification:** The provider must provide a justification for their sole source status, detailing the uniqueness and unavailability of these materials from other sources if provider is a sole source for these materials.

ELCHC Responsibility:

The ELCHC will facilitate the application and approval process and provide a spreadsheet with the addresses and contact phone number for the shipment of materials to the selected provider. The Early Learning Coalition of Hillsborough County (ELCHC) is committed to ensuring a smooth and efficient process for the delivery of educational materials to participants. As the educational institution responsible for coordinating this initiative, ELCHC understands the importance of a seamless and organized delivery process. Therefore, we will supply the necessary and accurate delivery addresses to the selected provider, ensuring that the materials reach the individual participants without any unnecessary delays or complications. ELCHC takes this step to alleviate any potential logistical challenges and to enhance the overall experience for both participants and the provider. By providing the delivery addresses and contact phone number, we aim to streamline the process and minimize any potential confusion or errors in the delivery of educational materials.

Responders to the RFP:

Responders to the RFP will ensure the delivery of up to 50 complete set of materials to participants which will include:

1. Big Book Storytelling Kits:



- Provide the specified titles, including Silly Sally, Dinosaur Dinosaur, If You Give a Mouse a Cookie, Mouse Paint, In the Tall Tall Grass, The Cow that Went Oink, The Seals on the Bus, and From Caterpillar to Butterfly.
 - Ensure that each kit includes the appropriate books, teacher guides, and any accompanying materials or resources.
2. Big Book Stand:
 - Supply a durable Big Book Stand with a whiteboard and adequate storage capacity.
 - Ensure that the stand is suitable for accommodating large educational books.
 3. Complete Listening Center:
 - Deliver a complete listening center that includes four adjustable headphones, a CD player, a junction box, and storage for related materials.
 - The headphones should be comfortable and adjustable for various age groups.
 4. Listening Library including the following titles:
 - It Looked like Split Milk
 - I Went Walking
 - Cloudy with a Chance of Meatballs
 - Harold and the Purple Crayon
 - Where the Wild Things Are
 5. Additional Big Books:
 - Include the specified additional Big Books: The Doorbell Rang, Caps for Sale, It Looked Like Spilt Milk, Brown Bear Brown Bear, The Little Red Hen, and Where's My Teddy.
 - Shipping to Individual Participants:
 6. Clearly outline the logistics and procedures for shipping materials directly to individual participants.
 - Specify the expected delivery timeline, shipping methods, and any associated costs.
 - Detail the communication process to ensure participants are informed and can track their deliveries.
 7. Quality Assurance:



- Assure the quality and suitability of all provided materials for educational purposes.
 - Guarantee that materials are free from defects, damage, or discrepancies at the time of delivery.
8. Pricing:
- Submit a clear and comprehensive pricing proposal, including itemized costs for each component and any associated fees (e.g., shipping, handling).
 - Ensure transparency in pricing and any potential additional charges.
9. Delivery Schedule:
- Specify the estimated delivery times for the materials, both collectively and for individual shipments.
 - Provide a clear schedule for delivering all components as outlined in the RFP.
10. Sole Source Justification:
- Provide a justification for their sole source status, detailing the uniqueness and unavailability of these materials from other sources if provider is a sole source for these materials.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.



V. PROPOSAL SUBMISSION. Proposals received after the deadline will not be accepted. It is neither Coalition’s responsibility nor practice acknowledging receipt of any proposal. It is the responder’s responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

VI. PROPOSAL CONTENTS. The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.
- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 1, 2023
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Deadline to submit questions	November 10, 2023 to gmeyer@elchc.org . Please title subject "RFP: Literacy All Year Question" . Questions will be answered by November 13, 2023.
Proposal Due Date	December 2, 2023 by 5:00 PM (EST)
Evaluation Period Begins	December 3, 2023
Award and Contract Execution	December, 2023.

VI. RFQ SCORING. Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Ability to demonstrate exceptional response time and satisfaction guaranteed	30%
Proven experience providing easy to use, high quality educational materials	40%
Ability to show value along with cost	15%
Ease of ordering platform	10%
Certified Minority Owned Business	5%

EXHIBIT A



**Hillsborough County School Readiness Coalition, Inc.
D/B/A
Early Learning Coalition of Hillsborough County
Contracting With**



{insert name}

For

{insert Goods or Services}



THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits,



judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.
2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:



- a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter “Work”) developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR’s responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable, law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the “Edit Company Profile” screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION’s duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality



1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures



This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
 - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.



P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.



R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or



2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.



3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.
2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.



IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR

{insert name}

{Insert title}

{Insert Vendor Name}

COALITION

{insert name}

{Insert title}

Hillsborough County School Readiness
Coalition, Inc. d/b/a Early Learning Coalition of
Hillsborough County

Date

Date

ELCHC Board of Directors Special Meeting-December 11, 2023

ACTION

ITEM IV.B.B.

ISSUE:	Approval of allocation of funds for materials for Literacy All Year program: Read-Alouds
FISCAL IMPACT:	Not to exceed \$70,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to Barnes and Noble not to exceed \$70,000

NARRATIVE:

Vendor Representative Present at Meeting: Cheryl Haller, Business Development Manager, Barnes and Noble

Product or Service: The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide 1,000 sets of the following children's read aloud books (8,000 books total) for its Literacy All Year program. Read aloud books tend to be picture books with short stories that work well for reading aloud to large or small groups.

- "Silly Sally" by Audrey Wood
- "Dinosaur, Dinosaur" by Kevin Lewis
- "If You Give a Mouse a Cookie" by Laura Numeroff
- "Mouse Paint" by Ellen Stoll Walsh
- "In the Tall, Tall Grass" by Denise Fleming
- "The Cow that Went Oink" by Bernard Most
- "The Seals on the Bus" by Lenny Hort
- "From Caterpillar to Butterfly" by Deborah Heiligman

Brief History: Child care centers and homes and families have struggled with access to reading materials and programs to promote literacy. Survey results show that 51% of educators would like additional language and literacy resources, 43% would like more books and 66% requested additional technology in the classroom.

Purpose: To better equip preschool teachers with literacy materials and specific training to help close the literacy gap in children ages 3 to 5 and provide home libraries for children in participating classrooms.

Goals: Better prepare children for kindergarten entry while also forming community partnerships with their neighboring elementary schools through a Zoom/Pen Pal program. Onboard an additional 35 to 40 VPK Providers on Probation in High Needs Zip codes as

determined by our Community Needs Assessment.

Contract Performance: This is the first year that the ELCHC is contracting with this vendor.

Outcome: Teachers will show a measured improvement in teaching strategies and interactions as shown by their CLASS observations. Increase the percentage of children demonstrating kindergarten readiness as measured by PM3 or ELCHC created assessment.

Budget Impact: This is a contract with a budget not to exceed \$70,000.

RFP Posting Details (15 calendar days):

11/9/2023 - RFP was posted to website and Florida Marketplace
11/24/2023 – Posting closed at 5pm

RFP Responses: Seven (7) responses were received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the four (4) scorers to come up with a total score with a maximum score of 20 points.

RFP Total Scores with a maximum of 20 points:

Barnes and Noble	17.3 (highest scoring bidder)
Kaplan Early Learning Company	15.0
Booksource	14.4
Follett	12.7
The Reading Warehouse	11.8
AKJ Education	8.8
Complete Book & Media Supply LLC	4.5



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL Literacy All Year - Read Aloud's

November 9th, 2023 to November 24th 2023.

Inquiries and proposals should be directed to:

**Yarima Hernandez Tamayo
Manager Finance & Accounting**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
yhernandeztamayo@elchc.org**

I. GENERAL INFORMATION

A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County ("ELCHC" or "Coalition") to identify and contract with a single or multiple organization(s) or independent contractors that can provide 1000 sets of the following children's read aloud books:

- "Silly Sally" by Audrey Wood
- "Dinosaur, Dinosaur" by Kevin Lewis
- "If You Give a Mouse a Cookie" by Laura Numeroff
- "Mouse Paint" by Ellen Stoll Walsh
- "In the Tall, Tall Grass" by Denise Fleming
- "The Cow that Went Oink" by Bernard Most
- "The Seals on the Bus" by Lenny Hort
- "From Caterpillar to Butterfly" by Deborah Heiligman

during the period January 2, 2024 and March 31, 2024

B. **Who May Respond.** Any U.S. based organization or independent contractor providing the specific materials described above.

C. Instructions on Proposal Submission.

1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on November 24th, 2023.

2. **Inquiries.** Inquiries concerning this RFP should be emailed to:

Yarima Hernandez Tamayo
Manager Finance & Accounting
yhernandeztamayo@elchc.org

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the "Coalition"),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal

during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

4. **Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.
5. **Minority-Owned Businesses.** Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.
6. **Notification of Award.** It is expected that a decision selection will be made in December, 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. **DESCRIPTION OF ENTITY.** The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide:

1. Product Specification:
 - a. 1000 sets of the following 8 specific children's read-aloud story books:
 - i. "Silly Sally" by Audrey Wood
 - ii. "Dinosaur, Dinosaur" by Kevin Lewis
 - iii. "If You Give a Mouse a Cookie" by Laura Numeroff
 - iv. "Mouse Paint" by Ellen Stoll Walsh
 - v. "In the Tall, Tall Grass" by Denise Fleming
 - vi. "The Cow that Went Oink" by Bernard Most
 - vii. "The Seals on the Bus" by Lenny Hort
 - viii. "From Caterpillar to Butterfly" by Deborah Heiligman
2. Age Group:
 - a. The books should be suitable for children aged 3 to 10 years.
3. Content:
 - a. The books should be engaging and appropriate for read-aloud sessions.
 - b. Themes should include a variety of genres, such as adventure, nature, and humor.
4. Language:
 - a. The books should be in English.
5. Quality:
 - a. The books should be new and in excellent condition.
 - b. The print and paper quality should meet or exceed industry standards.
6. Pricing:
 - a. Provide a detailed pricing proposal for the 1000 sets, including the cost per set.
7. Delivery:
 - a. Specify the expected delivery timeline and shipping costs to 6302 E. Dr. Martin Luther King Jr. Blvd Tampa, FL 33619

ELCHC Responsibility:

The ELCHC will facilitate the application and approval process and provide the addresses and contact phone number for the shipment of materials. The Early Learning Coalition of Hillsborough County (ELCHC) is committed to ensuring a smooth and efficient process for the delivery of educational materials.

As the educational institution responsible for coordinating this initiative, ELCHC understands the importance of a seamless and organized delivery process. Therefore, we will supply the necessary and accurate delivery addresses to the selected provider, ensuring that the materials reach our office without any unnecessary delays or complications.

ELCHC takes this step to alleviate any potential logistical challenges and to enhance the overall experience for both participants and the provider. By providing the delivery addresses and contact phone number, we aim to streamline the process and minimize any potential confusion or errors in the delivery of educational materials.

Responders to the RFP:

Responders to the RFP will ensure the delivery of up to 1000 sets of the below materials:

1. 1000 sets of the following children's read aloud books:
 - "Silly Sally" by Audrey Wood
 - "Dinosaur, Dinosaur" by Kevin Lewis
 - "If You Give a Mouse a Cookie" by Laura Numeroff
 - "Mouse Paint" by Ellen Stoll Walsh
 - "In the Tall, Tall Grass" by Denise Fleming
 - "The Cow that Went Oink" by Bernard Most
 - "The Seals on the Bus" by Lenny Hort
 - "From Caterpillar to Butterfly" by Deborah Heiligman

2. Clearly outline the logistics and procedures for shipping materials directly to ELCHC.
 - Specify the expected delivery timeline, shipping methods, and any associated costs.
 - Detail the communication process to ensure ELCHC is informed and can track their deliveries.

3. Quality Assurance:
 - Assure the quality and suitability of all provided materials for educational purposes.
 - Guarantee that materials are free from defects, damage, or discrepancies at the time of delivery.
4. Pricing:
 - Submit a clear and comprehensive pricing proposal, including itemized costs and any associated fees (e.g., shipping, handling).
 - Ensure transparency in pricing and any potential additional charges.
5. Delivery Schedule:
 - Specify the estimated delivery times for the materials, both collectively and for individual shipments.
 - Provide a clear schedule for delivering all components as outlined in the RFP.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither Coalition's responsibility nor practice acknowledging receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

VI. PROPOSAL CONTENTS. The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.
- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 9 th 2023.
Deadline to submit questions	November 16 th 2023 to yhernandeztamayo@elchc.org. Please title subject "RFP: Literacy All Year-Read Aloud's Question" Questions will be answered by November 21 st 2023.
Proposal Due Date	November 24 th , 2023, 5:00 pm (EST)
Evaluation Period Begins	November 27 th , 2023
Award and Contract Execution	December 2023.

VI. **RFQ SCORING.** Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Ability to demonstrate exceptional response time and satisfaction guaranteed	30%
Proven experience providing easy to use, high quality educational materials	40%
Ability to show value along with cost	15%
Ease of ordering platform	10%
Certified Minority Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of **{insert date}**, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and **{insert vendor name}** with offices at **{insert Vendor address}** ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on **{insert commencement date}** or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on **{insert end date}** ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for **{insert goods or services}** in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on **{insert proposal date}** (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. **{insert Scope of Work details as needed}**.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by **{insert end date}**.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed **{insert price}**.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. **{insert payment schedule; Florida Statute does not allow for prepayment of goods or services}** All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR
 {insert name}
 {Insert title}
 {Insert Vendor Name}

COALITION
 {insert name}
 {Insert title}
 Hillsborough County School Readiness
 Coalition, Inc. d/b/a Early Learning Coalition of
 Hillsborough County

Date

Date

BARNES & NOBLE

Barnes & Noble response to Literacy All Year – Read Aloud’s 07098

Due: November 24, 2023



EARLY LEARNING
COALITION OF HILLSBOROUGH COUNTY

BARNES & NOBLE

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Appendices

- Quote
- Bid Documents
- Certificate of Insurance
- W-9



BARNES & NOBLE

November 21, 2023

VIA ELECTRONIC

Early Learning Coalition of Hillsborough County
6302 E. Dr Martin Luther King, Jr Blvd, Suite 100
Tampa, FL 33616
Attn: Yarima Hernandez Tamayo

Re: BID NAME

Dear Yarima Hernandez Tamayo,

Thank you for extending the opportunity to participate in the bidding process for Literacy All Year – Read Aloud’s 07098.

Your dedicated Barnes & Noble project manager, Cheryl Haller (challer@bn.com) and the Brandon/Regency Square store (crm3435@bn.com) in Brandon, will be supporting you with your purchases of Literacy All Year – Read Aloud’s 07098 and will work with the district to curate book lists for students, teachers and librarians.

Cheryl Haller will also introduce your administrators to our new procurement portal, *&Classwork*, where availability of books can be viewed in real-time, quotes can be built and requested, and purchase orders processed.

Barnes & Noble Offer

- \$57,530.00 with Free Shipping to 1 Address; see attached quote for additional details.
- Large Orders can be received within five (5) to seven (7) weeks after receipt of order contingent upon availability at our distribution centers.

Barnes & Noble Additional Offers

- Access to our online ordering portal *&CLASSWORK*
- Access to our PunchOut Catalog
- 20% discount on orders up to \$999.99
- Bulk Order Discounts: 30% discount on orders \$1,000.00-\$4,999.99; and 35% discount on orders over \$5,000.00
- Tiered discounting excludes textbooks, reference, technical books, eBooks & all non-book items; please partner with your Business Development Manager to inquire what discounting these items may be eligible for.

We look forward to working with the Early Learning Coalition of Hillsborough County and hope to hear from you soon.

Thank you.

Business Development Team

(O): 212-414-6001
(F): 832-442-3035

Bids & Proposals
bdevelopmentbids@bn.com

BARNES & NOBLE

Barnes & Noble, Inc.
33 East 17th Street, New York, NY 10003
<https://www.barnesandnoble.com/>
<https://classwork.barnesandnoble.com/>



BARNES & NOBLE

About Us

Executive Summary



Barnes & Noble, Inc., one of the nation’s largest booksellers, operates over 600 bookstores in 50 states, and maintains an eCommerce site, develops digital reading products, and operates NOOK, one of the largest digital bookstores.

Barnes & Noble’s principal business is the sale of trade books (generally, hardcover, and paperback titles), mass market paperbacks (such as mystery, romance, science fiction and other popular fiction), children’s books, eBooks and other digital content, NOOK® and related accessories, bargain books, magazines, gifts, café products and services, educational toys & games, music, and movies direct to customers through our bookstores or on www.barnesandnoble.com. Barnes & Noble owns its own publishing company, Union Square & Co., formerly Sterling Publishing.

Barnes & Noble employs approximately 22,000 employees.

Barnes & Noble has dual distribution centers. The larger of the two air-conditioned facilities is a 1.4 million-square-foot facility located in Monroe, NJ. The second is on the West Coast in Reno, Nevada.

In August of 2019, Barnes & Noble was acquired by Elliott Advisors (UK) Limited (“Elliott”) and taken private. Elliott’s acquisition of Barnes & Noble followed its June 2018 acquisition of Waterstones, the largest retail bookseller in the United Kingdom. James Daunt, Managing Director of Waterstones, was appointed CEO of Barnes & Noble, Inc. and its subsidiaries.

Service Proposal Snapshot

- **Products Offered:** Books (children’s books, classroom books, board books, library books, instructional materials, professional development), eBooks, Audio Books, Music & Movies, Educational Toys & Games, STEM & STEAM Products.
- **Order Processing:** Purchase orders may be processed using our procurement portal, *&CLASSWORK*. Availability and discounting may be viewed in real time. Administrators and teachers may create baskets and request quotes seamlessly. Your project manager will also be available to review quotes and purchase orders and follow up with requestors to confirm receipt and delivery.
- **Qualifications:** Barnes & Noble currently works with numerous K-12 school districts to fulfill their book needs. We have several State and City contracts furnishing published products. Please feel free to reach out to our listed references for past and present project details.
- **Supplemental Services Offered:** Your Business Development Manager, and local store can support requests for labeling and sorting classroom books by grade and classroom (at an additional fee). They will also work together to curate lists of popular and age-appropriate inclusive and diverse titles.



BARNES & NOBLE

Dedicated Barnes & Noble Team

Your dedicated Barnes & Noble Team includes your local Business Development Manager, Cheryl Haller and Multi-Regional Business Development Manager, Joey Theriot.

Cheryl Haller will serve as your local, key, and single point of contact to help with quotes, purchase orders, to support the needs of Early Learning Coalition of Hillsborough County and streamline response times.

Our corporate business development department in New York City is also available to assist Early Learning Coalition of Hillsborough County with future RFPs, contracts, and renewals.

<p>Cheryl Haller Business Development Mgr. T: (813) 210-4077 E: challer@bn.com</p>	<p>Brandon/Regency Square 2428 W Brandon Blvd Brandon, FL 33511 T: (813) 588-3426 E: crm3435@bn.com</p>	<p>Joey Theriot Multi-Regional Business Development Mgr. T: (917) 273-6065 E: jtheriot@bn.com</p>
<p>Jessica Pelzer Contracts/RFP Analyst</p> <p>Brian Shapuras Regional Assistant, South</p>	<p>Barnes & Noble, Inc. Corporate Office 33 East 17th Street Business Development Department New York, NY 10003 T: (212) 414-6001 E: bdevelopmentbids@bn.com</p>	<p>Remit address: Barnes & Noble, Inc. Attn: Accounts Receivable P.O. Box 930455 Atlanta, GA 31193</p> <p>Rosiland Murphy, New Accounts & Payments Kathleen Ronan, A/R Representative T: 732-656-2500 E: accountsreceivablebn@bn.com</p>

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Added Value Services

- a. **&CLASSWORK** is our secure procurement portal where authorized user(s) will have the opportunity to place orders, approve orders, view pricing, discounting, and availability in real time. We accept electronically transmitted orders with payment via purchase order, credit card or p-card.
- b. **PunchOut Catalog (web-based catalog)** – Our new PunchOut system allows you to access our website from your school/organization’s own procurement application.



Products & Order Processing



- Audiobooks
- CDs
- DVDs
- eBooks
- Educational Toys & Games
- Gift Products and Gift Cards
- NOOK eReaders & Tablets
- Published Books (paperback and hardcover)

- a. **Backorder Notification Procedure** – Notification of backordered titles will be communicated to you by the business development manager via email and/or phone.
- b. **Delivery** – Orders can be received within seven (7) business days after receipt of order contingent upon availability at our distribution centers. Large Orders can be received within five (5) to seven (7) weeks after receipt of order contingent upon availability at our distribution centers.
- c. **Complaint Resolution** – If there is an issue with your order or quality of customer service, please contact the Regional Development Manager.
- d. **Invoicing and Payments** – Invoices are sent at time of delivery of goods. 0% Net 30 Days – no additional discount for early payments. Payments can be received by credit card, P-Card, EFT, and checks.
- e. **Returns** – Purchases are non-returnable. However, should your product arrive damaged or defective, please reach out to your local Business Development Manager. Whenever possible, we will issue refunds back to the method of payment used at the time of order placement.

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State Contracts



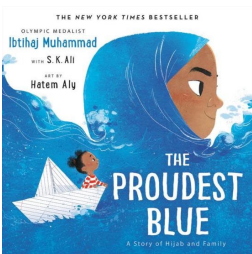
State of Florida

- ACS #55000000-20-NY-ACS Books & Non-Print Library Materials
- Serves all state, city and local entities including schools, libraries, and government entities
- Term: renewed through August 31, 2027
- Value: \$7M annual spending
- Contract Manager: Thomas Bower, T: 850-488-6904 | E: thomas.bower@dms.fl.gov



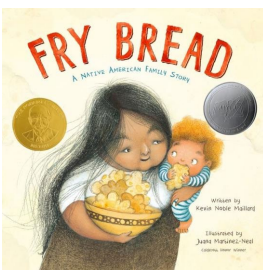
State of Louisiana

- 4400022089 Library Materials & Services
- Serves State Libraries of Louisiana and all eligible libraries, all State, city, and local entities
- Term: 6/1/2021-5/31/2024
- Contract Manager: Kathleen Doring, T: 225-342-5522 | E: Kathleen.doring@la.gov



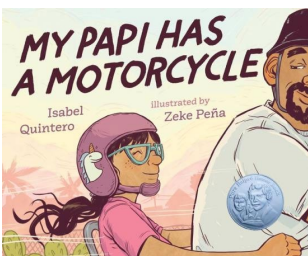
State of Michigan - The Library Network

- Michigan Statewide Contracts and Approved Vendor List for Provision of Library Materials
- Serves all state, city, and local libraries
- Term: 10/1/2021-9/30/2024
- Contract Manager: Jim Flury, T: 248-536-3100 x. 133 | E: jflury@tln.lib.mi.us



State of Missouri

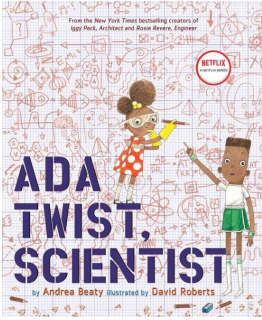
- CC201852003 Statewide Books and Materials (Qualified Vendors List, Formal)
- Serves various State Agencies located throughout the State of Missouri
- Term: May 2, 2020-May 30, 2023
- Contract Manager: Terri Schulte, T: 573- 522-3296 | E: teri.schulte@oa.mo.gov



State of New Mexico

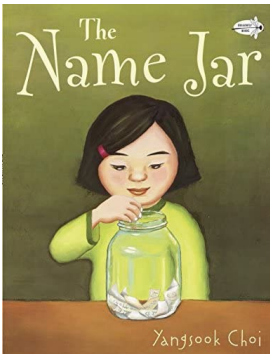
- 90-000-19-00032 Library Materials Statewide Agreement
- Serves all state, city, and local entities
- Term: 8/5/2019-7/31/2023
- Contract Manager: Yuliasuti Walundari, T: 505-827-0485 | E: Yuliasuti.Walundari@state.nm.us

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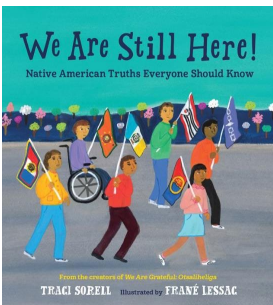
State of New York

- PC66998 Books & Non-Print Library Materials & Related Ancillary Services
- Serves all state, city and local entities including the largest school system in the US, NYC DOE
- Term: entered in 2015 and renewed through August 31, 2027
- Value: \$5M annual spending
- Contract Manager: Christa Lee, T: 518-473-7227 | E: christa.lee@ogs.ny.gov



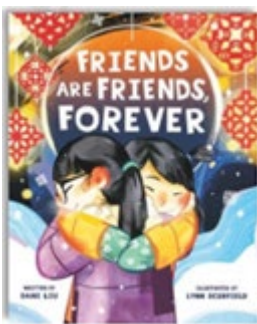
New York City Department of Education

- B3464 Choral & Instrumental Sheet Music
- Serves all NYC Department of Education schools
- Term: July 1, 2022-June 30, 2027
- Value: \$31,250.00
- Contract Manager: Steven Ladolcetta, T: 718-935-3761 | E: sladolc@schools.nyc.gov



State of Oklahoma

- SW0012 Books, Periodicals, Multi-Media, and Other Publications
- Serves all state agencies, cities, counties, school districts and other municipalities
- Term: 9/1/2021-8/31/2026
- Contract Manager: Cini Zacharia, (405) 522-9078, E: cini.zacharia@omes.ok.gov



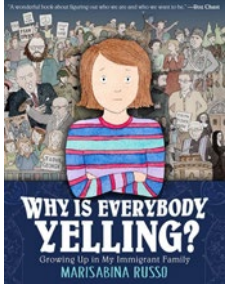
State of Utah

- GJ20-14 Educational Toys and Games, School Supplies and Curriculum Materials
- Serves all state, city, and local entities
- Term: 6/1/2020-6/30/2023
- Contract Manager: Garrett K. Johnston, T: 801-957-7135 | E: gkjohnston@utah.gov

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Cooperative Contracts

Customers should contact the Cooperative contract managers to become members and take advantage of the vast offerings and discounts.



BuyBoard Cooperative, National

- 573-18 Instructional Materials, Classroom Teaching Supplies & Equipment – Term: November 1, 2018-October 31, 2024
- 609-20 Library Books, Used Books, and other Books – June 1, 2020-May 31, 2024
- Contract Manager: Gina Montoya, T: 800-695-2919 | E: gina.montoya@tasb.org

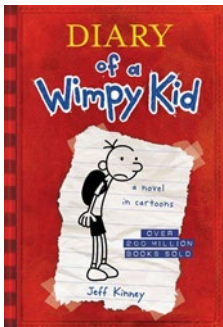


Cooperative Purchasing Connection, Minnesota, and Dakotas

- 21.4 Instructional Materials & Classroom Supplies
- Serves all state, city, and local entities in Minnesota, North & South Dakota
- Term: October 1, 2020-September 30, 2023
- Contract Manager: Lisa M. Traux, T: 218.737.6535 | E: ltruax@lcsc.org

Connecticut Library Consortium, Connecticut Libraries

- S103 Library Supplies, Archival Supplies, Maker & STEAM Equipment and Materials
- Term: January 1, 2021-December 31, 2023
- Contact: Jacqueline Cashin, T: (860) 740-3046 | E: jcashin@ctlibrarians.org



Choice Partners National Purchasing Cooperative

- 20/032KN Instructional Resources, Textbooks & Related Items
- Term: July 15, 2020-July 14, 2023
- Contact: Steve Gibson, T: (713) 681-6052 | E: steve@choicepartners.org

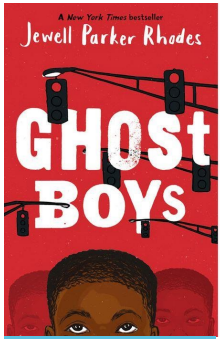
ESC 2 GoodBuy Purchasing, Texas

- 21-22 6K000 Science Supplies & Equipment
- 21-22 6F000 Library Books, Periodicals, Media, Supplies & Systems
- Term: March 1, 2021-May 31, 2023
- Contact: Sherri Fitzpatrick, T: (361) 561-8481 | E: sherri.fitzpatrick@esc2.us



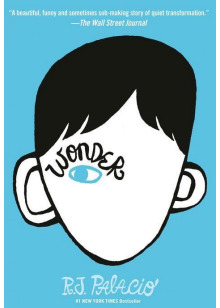
ESC 8 The Interlocal Purchasing System (TIPS), Texas

- 21-301 Academic Curriculum, Instructional Materials – Term: May 25, 2018-May 31, 2024
- 20-0903 Books & Library and Educational Materials – Term: November 15, 2017-November 20, 2023
- 20-0805 Science Equipment and Supplies – Term: May 1, 2021-October 31, 2023



ESC 19 Allied State Purchasing Cooperatives, Texas

- 19-7335 Classroom Curriculum, Supplies, Equipment & Related Items
- Term: July 31, 2019-July 31, 2023
- Contact: Elizabeth Moreno, T: (915) 780-5032 | E: ascaccounting@esc19.net

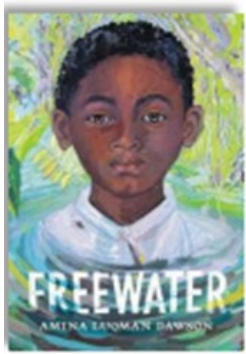


ESC 20 2013 Purchasing Cooperative, Texas

- 18-030 Instructional Supplies, Term: November 1, 2019-October 31, 2022
- 18-027 General Supplies, Term: May 1, 2019-April 30, 2022
- Contact: James Metzger, T: (210) 370-5204

Lancaster-Lebanon Intermediate Unit 13 (IU13) Cooperative, Pennsylvania

- Books & Textbooks
- Contact: Andrew Will, T: (717) 606-1615 | E: Andrew_will@IU13.org



Mohave, Arizona Cooperative Purchasing

- 20L-B&N2-0206 Library Books & Related Materials, eReaders, Periodicals, and Database Subscriptions
- Serves all state, city and local entities including schools, libraries and government
- Term: May 18, 2018-April 30, 2022
- Contract Manager: Aracely Rivas, T: 928-718-3226 | E: aracely@mesc.org

BARNES & NOBLE

References

Organization Name	Contract Manager	Contract Name
Atlantic County Government	Palma Conover, T: (609) 343-2268 E: Conover_Palma@aclink.org 1333 Atlantic Avenue, Atlantic City, NJ 08401	AC02406 Furnishing and Delivery Library Goods & Services – Value: \$700,000.00, Term: 3/1/2021-2/28/2022
Clear Creek ISD	Stephanie Dujanovic, T: (281) 284-0213 E: sdujanov@ccisd.net 2425 East Main Street, League City, TX 77573	2019-601 Instructional Materials & Teaching Supplies – Value: \$6.3M Term: 9/1/2020-8/31/2020
Collier County Public Schools	T: (239) 377-0047 E: purchasing@collierschools.com 5775 Osceola Trail, Naples, FL 34109	20-054 Classroom Supplies & Equipment Catalog Discount – Value: \$11,250,000, Term: 7/1/20-6/30/22
Connecticut Library Consortium	Jacqueline Cashin, T: 860.740.3046 E: jcashin@ctlibrarians.org 234 Court St, Middletown, CT 06457	S103 Library Supplies, Archival Supplies, Maker and Steam Equipment and Materials, Term: 1/1/2021-12/31/2023
Cypress Fairbanks ISD	Severin Castro, Dir. of Purch. T: (281) 897-4100 10300 Jones Road, Houston, TX 77065	18-05-4420 Instructional Materials, Textbooks, eBooks – Value: \$8M, Term: 5/1/18-4/30/19
Davis School District	Joan Tuttle, Sr. Buyer T: 804.402.5261 E: jtuttle@dmail.net 45 E. State St, PO Box 588 Farmington, UT 84025-0588	Library Books, Magazines, Audiobooks, Classroom books, Classroom Libraries Term: 4/1/18-3/31/23 – Value: \$100,000
Harmony Public Schools	Dr. Mehmet Bayar, T: (713) 343-3333 x 2581 9321 W Sam Houston Pkwy S Houston, TX 77099 E: purchasing@harmonytx.org	Classroom Library sets for K-12 Largest charter management organization in Texas with 48 campuses, enrolling 40,000+ students Value: \$1M+ one-time purchase
Lafayette Parish School System	Lee Francis, T: (337) 521-7329 E: slfrancis@lpssonline.com PO Drawer 2158, Lafayette, LA 70502	55-18 Elementary and Middle School Robotics – Value: \$231,609.40, Term: 2/18/18-6/30/18
Newark Public Schools	Chantal Scott, T: 973-733-7333 E: c3scott@nps.k12.nj.us 765 Broad Street, Newark, NJ 07102	#5119 Reading & Instructional Materials Value: \$360,000.00; on-going purchases as of March 1, 2020
Omaha Public Schools	Yvonne Schuster, T: (531) 299-9840 E: Yvonne.schuster@ops.com 3215 Cuming Street, Omaha, NE 68131	20-045 Supplemental Books/Classroom Library Collection – Value: \$2.7M one-time purchase
The Fayette County Board of Education (Kentucky)	Matthew Moore, T: 859-381-3885 E: matthew.moore@fayette.kyschools.us 1126 Russell Cave Road, Lexington, KY 40505	03-20 Books Non-Library Catalog Discount, Term: 3/1/2020-2/ 28/2021
Warren Township HS District 121	Dr. Michael Engel, T: (847) 548-7055 E: mengel@wth.net 34090 N. Almond Road, Gurnee, IL 60031	Paperback Books Estimated contract value: \$97,256.06

BARNES & NOBLE

Albuquerque Public Schools	Kelly Lee, Junior Buyer T: (505) 880-3700 E: Lee_k@aps.edu 6400 Uptown Blvd. NE Albuquerque NM 87110	21-064KL Books from Distributor/Re-sellers/Publishers, Contract Value: \$3M
Arizona Department of Ed.	Kellie J Banas, Procurement Specialist T: (602) 542-4235, E: Kellie.Banas@azed.gov 1535 W Jefferson St, Phoenix, AZ 85007	CTR054559 Books, Textbooks and Other Publications, Term: April 1, 2021 Contract Value: 100,000.00
Gwinnett County Public Schools	Stephanie Maddox, Buyer E: Stephanie_maddox@gwinnett.k12.ga.us T: (678) 301-6298 437 Old Peachtree Rd. NW, Suwanee, GA 30024	B-2109AG Instructional Materials Catalog Discount, Term: January 1, 2021-December 31, 2021 Contract Value: \$500,000.00
Hamilton County Department of Education	Denise Ellison T: (423) 498-7030 Hamilton County Department of Education 3074 Hickory Valley Road Chattanooga, TN 37421	22-01 Yearly Contract for Instructional, Library Materials & Supplies for 2021-22SY, Term: July 1, 2021-June 30, 2022 Contract Value: on-going purchases
Lynchburg City Schools	Matt Marsteller, Contract Specialist 900 Church Street, Lynchburg, VA 24504 T: 434-455-4233 E: matthew.marsteller@lynchburgva.gov	Term: June 1, 2021-June 30, 2022 Initial Contract Value: \$6,000.00 Contract Value: on-going purchases
Orange County Sheriff's Dept.	Desiree Lopez, T: 714-834-2360 E: djlopez@ocsd.org 350 N Flower Street, Santa Ana, CA 92703	Law Enforcement Books for Training Term: 9/18/19-8/31/24 – Value: \$86,349.00
Massachusetts State Police	Dianne Miller, Program Coordinator III T: (508) 820-2143, E: dianne.miller@state.ma.us Massachusetts State Police 470 Worcester Road, Framingham, MA 01702	SP21-BOOKS-T66 Providing law enforcement reference and training materials – Value: on-going purchases Term: March 1, 2021-March 31, 2023
Ouachita Parish Schools	Robert Jones, Purchasing Agent T: 318-432-5000 E: rbjones@opsb.net 1600 North 7 th Street West Monroe, LA 71291	27-21 Classroom Books , Term: as needed basis, Contract Value: \$215,000.00
Palm Beach County, Children's Services Council	Jay Ackerman, Contract & Records Administrator T: 561-374-7544 2300 High Ridge Rd, Boynton Beach, FL 33426	21-002 Books Purchase and Distribution Term: May 1, 2021 Contract Value: \$300,000.00
Spokane Public Schools	James Johnson, Instr. Materials Resource Specialist T: (509) 354-7189 E: jamesj@spokaneschools.org 2815 E Garland, Spokane WA 99207	Equity Books for Elementary Libraries Term: June 23, 2021 – On-going purchases; Contract Value: \$50,000.00
University of Texas, Health & Science Houston	Chevonne Thornton, Buyer II T: (713) 500-4472 E: chevonne.e.thornton@uth.tmc.edu 1851 Crosspoint Avenue, Houston, TX 77054	PS-2021-CLI-0633 Library Materials Term: June 1, 2021-August 31, 2025 Contract Value: \$600,000.00

Barnes & Noble Booksellers

Store 3435

Brandon/Regency Square 2428 W. Brandon Blvd. Brandon, FL 33511

Quote # 1600416

Store Number: 3435
Prepared For: Yarima Hernandez
School/ Company:
Store Contact: Cherly Haller
Contact Phone: (813) 210-4077
Store Fax No.: (813) 217-5039
Preparation Date: 11/21/2023
Order Due Date: 12/29/2023

Shipping Address:
Customer Phone: (813) 000-0000
Customer Email: yhernandeztamayo@elchc.org

Product	Title	Author	Publisher	Discount Format Allowed	Destination	Quantity	List Price	% Off	Quoted Price	Extended Price
9780152047634	Cow That Went Oink	Bernard Most	HarperCollins Publishers	TP	Ship-to- Store	1000	7.99	42.0%	4.63	4630.00
9780062381835	From Caterpillar to Butterfly	Deborah Heiligman	HarperCollins Publishers	TP	Ship-to- Store	1000	6.99	42.0%	4.05	4050.00
9781623541040	Here We Go Digging for Dinosaur Bones	Susan Lendroth	Charlesbridge	TC	Ship-to- Store	1000	17.99	42.0%	10.43	10430.00
9780060245863	If You Give a Mouse a Cookie	Laura Numeroff	HarperCollins Publishers	TC	Ship-to- Store	1000	19.99	42.0%	11.59	11590.00
9780805039412	In the Tall, Tall Grass	Denise Fleming	Square Fish	TP	Ship-to- Store	1000	7.99	42.0%	4.63	4630.00
9780152001186	Mouse Paint	Ellen Stoll Walsh	HarperCollins Publishers	TP	Ship-to- Store	1000	9.99	43.0%	5.69	5690.00
9780805072631	Seals on the Bus	Lenny Hort	Square Fish	TP	Ship-to- Store	1000	8.99	43.0%	5.12	5120.00
9780152744281	Silly Sally	Audrey Wood	HarperCollins Publishers	TC	Ship-to- Store	1000	19.99	43.0%	11.39	11390.00

By placing this order, I acknowledge and understand that all items are non-returnable.

Subtotal: \$57530.00
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$57530.00

Please direct any questions to Cherly Haller at (813) 210-4077 or CRM3435@bn.com.

Price valid through 12/21/2023. Delivery date depends upon date of order. Additional fees may apply.

Quantities subject to availability at time of order.

Please make checks payable to "Barnes & Noble" and present your Tax Exempt certificate at payment.

If charging to an Institutional Account. Please present your Institutional Account Card and Tax Exempt certificate at payment.
OR provide a Purchase Order indicating your Account Number and Tax Exempt information.



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL Literacy All Year - Read Aloud's

November 9th, 2023 to November 24th 2023.

Inquiries and proposals should be directed to:

**Yarima Hernandez Tamayo
Manager Finance & Accounting**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
yhernandeztamayo@elchc.org**

I. GENERAL INFORMATION

A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County ("ELCHC" or "Coalition") to identify and contract with a single or multiple organization(s) or independent contractors that can provide 1000 sets of the following children's read aloud books:

- "Silly Sally" by Audrey Wood
- "Dinosaur, Dinosaur" by Kevin Lewis
- "If You Give a Mouse a Cookie" by Laura Numeroff
- "Mouse Paint" by Ellen Stoll Walsh
- "In the Tall, Tall Grass" by Denise Fleming
- "The Cow that Went Oink" by Bernard Most
- "The Seals on the Bus" by Lenny Hort
- "From Caterpillar to Butterfly" by Deborah Heiligman

during the period January 2, 2024 and March 31, 2024

B. **Who May Respond.** Any U.S. based organization or independent contractor providing the specific materials described above.

C. Instructions on Proposal Submission.

1. **Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on November 24th, 2023.

2. **Inquiries.** Inquiries concerning this RFP should be emailed to:

Yarima Hernandez Tamayo
Manager Finance & Accounting
yhernandeztamayo@elchc.org

3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the "Coalition"),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal

during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

4. Right to Reject. The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in December, 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide:

1. Product Specification:
 - a. 1000 sets of the following 8 specific children's read-aloud story books:
 - i. "Silly Sally" by Audrey Wood
 - ii. "Dinosaur, Dinosaur" by Kevin Lewis
 - iii. "If You Give a Mouse a Cookie" by Laura Numeroff
 - iv. "Mouse Paint" by Ellen Stoll Walsh
 - v. "In the Tall, Tall Grass" by Denise Fleming
 - vi. "The Cow that Went Oink" by Bernard Most
 - vii. "The Seals on the Bus" by Lenny Hort
 - viii. "From Caterpillar to Butterfly" by Deborah Heiligman
2. Age Group:
 - a. The books should be suitable for children aged 3 to 10 years.
3. Content:
 - a. The books should be engaging and appropriate for read-aloud sessions.
 - b. Themes should include a variety of genres, such as adventure, nature, and humor.
4. Language:
 - a. The books should be in English.
5. Quality:
 - a. The books should be new and in excellent condition.
 - b. The print and paper quality should meet or exceed industry standards.
6. Pricing:
 - a. Provide a detailed pricing proposal for the 1000 sets, including the cost per set.
7. Delivery:
 - a. Specify the expected delivery timeline and shipping costs to 6302 E. Dr. Martin Luther King Jr. Blvd Tampa, FL 33619

ELCHC Responsibility:

The ELCHC will facilitate the application and approval process and provide the addresses and contact phone number for the shipment of materials. The Early Learning Coalition of Hillsborough County (ELCHC) is committed to ensuring a smooth and efficient process for the delivery of educational materials.

As the educational institution responsible for coordinating this initiative, ELCHC understands the importance of a seamless and organized delivery process. Therefore, we will supply the necessary and accurate delivery addresses to the selected provider, ensuring that the materials reach our office without any unnecessary delays or complications.

ELCHC takes this step to alleviate any potential logistical challenges and to enhance the overall experience for both participants and the provider. By providing the delivery addresses and contact phone number, we aim to streamline the process and minimize any potential confusion or errors in the delivery of educational materials.

Responders to the RFP:

Responders to the RFP will ensure the delivery of up to 1000 sets of the below materials:

1. 1000 sets of the following children's read aloud books:
 - "Silly Sally" by Audrey Wood
 - "Dinosaur, Dinosaur" by Kevin Lewis
 - "If You Give a Mouse a Cookie" by Laura Numeroff
 - "Mouse Paint" by Ellen Stoll Walsh
 - "In the Tall, Tall Grass" by Denise Fleming
 - "The Cow that Went Oink" by Bernard Most
 - "The Seals on the Bus" by Lenny Hort
 - "From Caterpillar to Butterfly" by Deborah Heiligman

2. Clearly outline the logistics and procedures for shipping materials directly to ELCHC.
 - Specify the expected delivery timeline, shipping methods, and any associated costs.
 - Detail the communication process to ensure ELCHC is informed and can track their deliveries.

3. Quality Assurance:
 - Assure the quality and suitability of all provided materials for educational purposes.
 - Guarantee that materials are free from defects, damage, or discrepancies at the time of delivery.
4. Pricing:
 - Submit a clear and comprehensive pricing proposal, including itemized costs and any associated fees (e.g., shipping, handling).
 - Ensure transparency in pricing and any potential additional charges.
5. Delivery Schedule:
 - Specify the estimated delivery times for the materials, both collectively and for individual shipments.
 - Provide a clear schedule for delivering all components as outlined in the RFP.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither Coalition's responsibility nor practice acknowledging receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

VI. PROPOSAL CONTENTS. The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work.
- d. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and travel expenses and not require direct reimbursement of these expenses.
- e. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 9 th 2023.
Deadline to submit questions	November 16 th 2023 to yhernandeztamayo@elchc.org. Please title subject "RFP: Literacy All Year-Read Aloud's Question" Questions will be answered by November 21 st 2023.
Proposal Due Date	November 24 th , 2023, 5:00 pm (EST)
Evaluation Period Begins	November 27 th , 2023
Award and Contract Execution	December 2023.

VI. RFQ SCORING. Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Ability to demonstrate exceptional response time and satisfaction guaranteed	30%
Proven experience providing easy to use, high quality educational materials	40%
Ability to show value along with cost	15%
Ease of ordering platform	10%
Certified Minority Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of {insert date}, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {insert vendor name} with offices at {insert Vendor address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {insert commencement date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {insert end date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {insert goods or services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {insert proposal date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {insert Scope of Work details as needed}.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {insert end date}.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed {insert price}.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {insert payment schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

CONTRACTOR
 {insert name}
 {Insert title}
 {Insert Vendor Name}

COALITION
 {insert name}
 {Insert title}
 Hillsborough County School Readiness
 Coalition, Inc. d/b/a Early Learning Coalition of
 Hillsborough County

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Barnes & Noble, Inc. 33 East 17th Street New York NY 10003 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: ACE Property & Casualty Insurance Co.		20699
	INSURER E: Great American Security Ins Co		31135
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570099204609** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> *CGL OCC. LIMIT IS EXCESS OF \$50,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG72963568 SIR applies per policy terms & conditions	05/01/2023	05/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25579033	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG72519346003	05/01/2023	05/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR7031857A AOS WLR70318532 CA MA	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A					05/01/2023	05/01/2024	

Certificate No : 570099204609

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Barnes & Noble, Inc. 33 East 17th Street New York NY 10003 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>BARNES & NOBLE BOOKSELLERS, INC.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>Corporate Address: 33 East 17 Str., Attn: Business Development Dept.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>New York, NY 10003</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
1	3	-	4	0	3	0	3	8	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ January 3, 2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LITERACY ALL YEAR: READ ALOUDS RFP SCORING MATRIX

	<i>Barnes & Noble</i>	<i>AKJ Education</i>	<i>Booksource</i>	<i>Follett</i>	<i>Kaplan</i>	<i>The Reading Warehouse</i>	<i>Complete Book & Media Supply LLC</i>
Rater 1	4.4	2.4	3.9	3.3	3.6	2.9	1.2
Rater 2	3.6	2.2	4.0	2.9	3.3	2.9	1.0
Rater 3	4.8	1.3	2.3	1.7	3.3	2.6	1.3
Rater 4	4.5	2.9	4.3	4.8	4.8	3.5	1.0
Total	17.3	8.8	14.4	12.7	15.0	11.8	4.5

ELCHC Board of Directors Special Meeting-December 11, 2023

ACTION

ITEM IV.B.C.

ISSUE:	Approval of allocation of funds to contract with for family home learning mobile application subscription and technology
FISCAL IMPACT:	Not to exceed \$1,700,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to {TBD, insert vendor} not to exceed \$1,700,000

NARRATIVE:

Vendor Representative Present at Meeting: {TBD, insert name and title}

Product or Service: The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide a comprehensive home learning mobile application subscription designed for 3, 4, 5, and 6-year-olds, which focuses on early literacy, social and emotional learning, STEAM (Science, Technology, Engineering, Arts, and Mathematics) education, and overall kindergarten readiness. In addition, the vendor will provide, procure, and distribute Android tablets as a package with the mobile application subscription.

Brief History: Families have struggled with access to programs to promote literacy.

Purpose: To promote family home learning, encouraging parents to engage with their children in the learning process. The ELCHC is targeting children ages four and five who have not entered kindergarten. Children must be active recipients of School Readiness and/or VPK and/or participating in iSpy, On My Way to Kindergarten, or Literacy All Year.

Contract Performance: This is the first year that the ELCHC is contracting with this vendor.

Outcome: The aspirational goal for this project is that 50% of the families we serve will use an online subscription application for family home learning.

Budget Impact: This is a contract with a budget not to exceed \$1,700,000.

RFP Posting Details (30 calendar days):

11/1/2023 - RFP was posted to website and Florida Marketplace

12/2/2023 – Posting closed at 5pm

RFP Responses: {TBD, insert} responses were received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the four (4) scorers to come up with a total score with a maximum score of 20 points.

RFP Total Scores with a maximum of 20 points:

TBD



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL

Family Home Learning Mobile App Subscription and Technology

November 1, 2023 to December 2, 2023

Inquiries and proposals should be directed to:

**Yarima Hernandez Tamayo
Manager, Finance and Accounting**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
yhernandeztamayo@elchc.org**

I. GENERAL INFORMATION

- A. **Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract with a single organization or independent contractor that can provide a comprehensive home learning mobile app subscription designed for 3, 4, 5, and 6-year-olds, which focuses on early literacy, social and emotional learning, STEAM (Science, Technology, Engineering, Arts, and Mathematics) education, and overall kindergarten readiness. In addition, Offeror will provide, procure, and distribute Android tablets as a package with the mobile app subscription. Distribution of mobile app subscription and Android Tablet Technology will be from February 5, 2024 to June 30, 2024. Seeking a vendor who will distribute technology and provide a yearlong subscription as applications are approved on a rolling basis from February 5, 2024 to June 30, 2024.
- B. **Who May Respond.** Any organization or independent contractor providing a comprehensive, research backed, home learning mobile app subscription designed for 3, 4, 5, and 6-year-olds, which focuses on early literacy, social and emotional learning, STEAM (Science, Technology, Engineering, Arts, and Mathematics) education, and overall kindergarten readiness. In addition, Offeror will provide, procure, and distribute Android tablets as a package with the mobile app subscription.
- C. **Instructions on Proposal Submission.**
- 1. Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on December 2, 2023.
 - 2. Inquiries.** Inquiries concerning this RFP should be emailed to:

Yarima Hernandez Tamayo
Manager, Finance and Accounting
yhernandeztamayo@elchc.org
 - 3. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

4. Right to Reject. The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made in December, 2023. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

Utilizing our last round of American Rescue Plan Act Discretionary funding, the Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide early childhood home learning mobile app and Android tablet package, which includes:

Home Learning Subscription Mobile App:

- Age-appropriate content for children aged 3-6.
- Focus on early literacy, social and emotional learning, STEAM education, and overall kindergarten readiness.
- Accessible to children in English and Spanish.
- Preferred, but not required: availability in Haitian Creole.

Android Tablets:

- Procurement and distribution of Android tablets suitable for young children.
 - Preferred tablet: Amazon Kindle Fire Kids
- Ensuring tablets meet the necessary technical specifications for running the app effectively.
- Tablet case must be included.

Yearlong Subscription:

- Providing a yearlong subscription to the mobile app for all eligible families.
- Flexibility with pricing to meet grant guidelines: i.e., pricing that is \$X for six months through June 30, 2024 with 6 months free.

Multilingual Support and Technical Assistance:

- Offering video instructions and digital written content in both Spanish and English to assist families in using the app effectively.
- Offering phone and web based technical assistance to families to ensure they can access and use the app and tablets.

Administrative Access:

- Providing administrative access to all family account data to the Early Learning Coalition of Hillsborough County for tracking and reporting purposes.
 - Required data: Number of active users, Length of time on app, diagnostic level (if available), end of app growth/level, and names and ages of children using app

Additional Features (Preferred):

- A parent and teacher component within the mobile app: i.e., reporting, lesson plans, targeted activities for parents, etc.
- Availability of content in Haitian Creole.
- Interactive and engaging features that enhance children's learning experience.

ELCHC Responsibility:

The ELCHC will facilitate the application and approval process for eligible families and provide a spreadsheet with family information required for vendors to distribute subscription and technology. The ELCHC will provide approved family information on a weekly basis or as negotiated with selected vendor. Further, for each package the ELCHC will pay the responder of the RFP an agreed upon fee for their processing, technical assistance, set up, distribution and preparation of services.

Responders to the RFP:

Responders to the RFP will ensure to provide support toward the successful processing, technical assistance, set up, distribution and preparation of services to families receiving the home learning mobile app subscription and technology package.

The responder will provide the Early Learning Coalition of Hillsborough County (ELCHC) and approved applicants with:

1. Early Learning Coalition
 - a. Advanced screening and approval over video instructions and digital written content in both Spanish and English to assist families in using the app effectively.
 - b. Fixed pricing structure for completed packages with flexibility to meet grant guidelines for example pricing that is \$X for six months through June 30, 2024 with 6 months “free”
 - c. Providing administrative access to all family account data to the Early Learning Coalition of Hillsborough County for tracking and reporting purposes.
 - i. Required data: Number of active users, Length of time on app, diagnostic level (if available), end of app growth/level, and names and ages of children using app
 - d. Per package pricing with preferred payment method
 - e. Dedicated bilingual sales representative and/or team for this initiative
2. For Approved Packages
 - a. Providing a yearlong subscription to the mobile app for all eligible families.
 - i. Age-appropriate mobile learning application content for children aged 3-6.
 - ii. Content focused on early literacy, social and emotional learning, STEAM education, and overall kindergarten readiness.
 - iii. Accessible to children in English and Spanish.
 1. Preferred, but not required: availability in Haitian Creole.
 - b. Procurement and distribution of Android tablets suitable for young children.
 - i. Preferred tablet: Amazon Kindle Fire Kids
 - ii. Tablet case must be included.
 - c. Ensuring tablets meet the necessary technical specifications for running the app effectively.
 - d. Offering video instructions and digital written content in both Spanish and English to assist families in using the app effectively.
 - e. Offering phone and web based technical assistance from product experts to families to ensure they can access and use the app and tablets.

3. Additional Features (Preferred):
 - a. A parent and teacher component within the mobile app: i.e., reporting, lesson plans, targeted activities for parents, etc.
 - b. Availability of content in Haitian Creole.
 - c. Interactive and engaging features that enhance children's learning experience.

IV. CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

- V. PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither Coalition's responsibility nor practice acknowledging receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email

- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items:

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in service delivery.
- c. List of prior related work with data to support program effectiveness.
- d. Examples of existing technical assistance and/or instructions for use of subscription and technology.
- e. Proposed fee for providing services, including details of how fee amount was derived (number of hours, hourly rate, cost of materials, etc.). Your fee should be inclusive of administrative and not require direct reimbursement of these expenses.
 - i. Include per package pricing with preferred payment method.
- f. Agreement that you will enter a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 1, 2023
Deadline to submit questions	November 10, 2023 to yhernandeztamayo@elchc.org . Please title subject "RFP: Family Home Learning Mobile App Subscription and Technology Question" Questions will be answered by November 13, 2023
Proposal Due Date	December 2, 2023 5:00 pm (EST)
Evaluation Period Begins	December 3, 2023
Award and Contract Execution	December 2023.

VI. RFQ SCORING. Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Ability to provide a quality Research Based home learning mobile application subscription for families with children ages 3 – 6 years old	30%
Ability to provide a package of annual subscription to mobile learning app and Android Tablet, including efficient distribution to families	30%
Ability to demonstrate exceptional response time and customer satisfaction guaranteed	30%
Cost/Value	5%
Certified Minority-Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of **{insert date}**, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and **{insert vendor name}** with offices at **{insert Vendor address}** ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on **{insert commencement date}** or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on **{insert end date}** ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for **{insert goods or services}** in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on **{insert proposal date}** (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. **{insert Scope of Work details as needed}**.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by **{insert end date}**.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed **{insert price}**.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. **{insert payment schedule; Florida Statute does not allow for prepayment of goods or services}** All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center; margin: 0;">CONTRACTOR</p> <p style="text-align: center; margin: 0;">{insert name}</p> <p style="text-align: center; margin: 0;">{Insert title}</p> <p style="text-align: center; margin: 0;">{Insert Vendor Name}</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center; margin: 0;">COALITION</p> <p style="text-align: center; margin: 0;">{insert name}</p> <p style="text-align: center; margin: 0;">{Insert title}</p> <p style="text-align: center; margin: 0;">Hillsborough County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Hillsborough County</p>
<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p style="margin: 0;">Date</p>	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p style="margin: 0;">Date</p>

ELCHC Board of Directors Special Meeting-December 11, 2023

ACTION

ITEM IV.B.D.

ISSUE:	Approval of allocation of funds for mental health application
FISCAL IMPACT:	Not to exceed \$1,500,000
FUNDING SOURCE:	Florida Department of Education, Division of Early Learning American Rescue Plan Act Discretionary Funding
RECOMMENDED ACTION:	Approval of allocation of funds to {TBD, insert vendor} not to exceed \$1,500,000

NARRATIVE:

Vendor Representative Present at Meeting: {TBD, insert name and title}

Product or Service: Of our providers surveyed, 53 percent of them said they would like mental health and behavioral health supports. The Early Learning Coalition of Hillsborough County (ELCHC) is contracting to provide Mental Health services on an application accessible on multiple platforms and offer a range of features tailored to the unique needs of educators, providing a year-long subscription to the mobile application for all eligible families.

Brief History: Families have struggled with access to comprehensive mental health resources. Providers tell us that they are not equipped and do not have self-care strategies to manage stress, preventing them from improving their overall level of quality.

Purpose: The ELCHC will provide a state-of-the-art Mental Health application for phone, tablet and/or laptop platforms. The application will provide a range of features and functionalities to support mental health and well-being, including but not limited to, online counseling and therapy options, mood tracking and journaling, educational resources and articles, crisis helplines, secure and private messaging, appointment scheduling and progress monitoring. Application will be accessible in English and Spanish with the availability of multiple languages.

Contract Performance: This is the first year the ELCHC is contracting with this vendor.

Outcome: The aspirational goal for this project is that all of our Hillsborough early education professionals (approximately 4,500) have access to this Mental Health application.

Budget Impact: This is a contract with a budget not to exceed \$1,500,000.

RFP Posting Details (30 calendar days):

11/1/2023 - RFP was posted to website and Florida Marketplace

12/2/2023 – Posting closed at 5pm

RFP Responses: {insert} response was received and scored using the matrix that was included in the RFP.

RFP scoring methodology:

Each vendor could score up to 5 points. The scores were totaled across the four scorers to come up with a total score with a maximum score of 20 points.

RFP Total Scores with a maximum of 20 points:



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

REQUEST FOR PROPOSAL Mental Health Application/Technology

November 1, 2023 – December 2, 2023

Inquiries and proposals should be directed to:

**Gary Meyer
Chief Financial Officer**

**Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
gmeyer@elchc.org**

I. GENERAL INFORMATION

- A. Purpose.** This request for proposal (RFP) is for the Early Learning Coalition of Hillsborough County (“ELCHC” or “Coalition”) to identify and contract with a single or multiple organization(s) or independent contractors that can provide Mental Health services on an application accessible on multiple platforms and offer a range of features tailored to the unique needs of educators. Providing a yearlong subscription to the mobile app for all eligible families. Flexibility with pricing to meet grant guidelines i.e., pricing that is \$X for six months through June 30, 2024, with 6 months free.
- B. Who May Respond.** Any U.S. based organization or independent contractor providing user-friendly, secure, and comprehensive Mental Health Services Application for both iOS and Android platforms.
- C. Instructions on Proposal Submission.**
- 1. Closing Submission Date.** Proposals must be submitted via email no later than 5:00 pm EST on December 2, 2023.
 - 2. Inquiries.** Inquiries concerning this RFP should be emailed to:
Gary Meyer
Chief Financial Officer
gmeyer@elchc.org
 - 3. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Early Learning Coalition of Hillsborough County (the “Coalition”),

It is the responsibility of the Offeror to ensure that the proposal is received via email by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal’s timeline. Failure to comply with this request will result in disqualification of the proposal.

4. Right to Reject. The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.

5. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses.

6. Notification of Award. It is expected that a decision selection will be made within two weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.

II. DESCRIPTION OF ENTITY. The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 150
- 2022-2023 Operating Budget: \$234,482,081
- Current number of board of directors: 24
- Approximately 1,200 child care providers in Hillsborough County
- 2022-2023 School Readiness children served: 12,579
- 2022-2023 Voluntary Pre Kindergarten (VPK) children served: 11,579
- Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Early Learning Coalition Hillsborough County is seeking an organization or independent contractor who can provide a state-of-the-art Mental Health application for phone, tablet and/or laptop platforms. The application should provide a range of features and functionalities to support mental health and well-being, including but not limited to, online counseling and therapy options, mood tracking and journaling, educational resources and articles, crisis helplines, secure and private messaging, appointment scheduling and progress monitoring. Our goal is to assist early childhood educators and staff utilizing our last round of American Rescue Plan Act Discretionary fund to provide access to comprehensive mental health resources. Providing these resources will help support educators with self-care strategies to be better equipped to manage stress so childcare providers can improve their overall level of quality. Application must be accessible in English and Spanish with the availability of multiple languages.

ELCHC Responsibility:

The ELCHC will pay for the cost of services and any subscription fees associated with the mental health application. Further, for each user the ELCHC will pay the responder of the RFQ an agreed upon fee for their applications usage and services. If a successful responder of the RFQ can support the platform and subscriptions, the ELCHC will consider the request and weigh what is in the best interest of the ELCHC. The ELCHC will facilitate the application and approval process and provide a spreadsheet with family information required for vendors to distribute subscription and technology to eligible users.

Responders to the RFP:

Responders to the RFP will provide a user-friendly, secure, and comprehensive Mental Health Application with a range of features and functionalities to support the mental health of teachers, including but not limited to stress-management tools, self-care strategies, mental health resources, and peer support and networking.

The application should include:

- Texting or other messaging services
- Availability of therapists/counselors
- Sessions and/or webinars on mental health

- Calming and relaxation techniques
- Easy to use interface-human centered.
- Customer support

The responder will provide the Early Learning Coalition of Hillsborough County (ELCHC) and approved applicants with:

Early Learning Coalition

- Advanced screening and approval over video instructions and digital written content in both Spanish and English to assist users in using the app effectively.
- Fixed pricing structure for subscription with flexibility to meet grant guidelines for example pricing that is \$X for six months through June 30, 2024, with 6 months “free”.
- Providing a report monthly of application tracking of user data including Number of active users, Length of time on app, number of sessions completed, types of services used and demographic information.
- Per package pricing with preferred payment method.
- Dedicated bilingual sales representative and/or team for this initiative.

CONTRACT ETHICS

1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

IV. PROPOSAL SUBMISSION. Proposals received after the deadline will not be accepted. It is neither Coalition’s responsibility nor practice acknowledging receipt of

any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

V. PROPOSAL CONTENTS. The Offeror, in its proposal, shall at a minimum include the following:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Business Enterprise (CMBE include certificate with RFP)
- f. Name where you maintain office(s)

2. Detailed Scope of Work Items for Mental Health Application

- a. Description of how you intend to deliver the services and accomplish the objectives outlined herein.
- b. Biography or resume of key personnel involved in creating and maintaining application platform.
- c. List of prior work. Provide success metrics.
- d. Discuss your policies and procedures for safeguarding confidential information.
- e. Proposed fee for subscriptions, including details of subscription amount was derived and any other fees associated with the platform. If there are multiple subscriptions purchased what would the total be (including any associated fee discounts). Your fee should be inclusive of administrative costs and not require direct reimbursement of these expenses.
- f. Agreement that you will enter into a standard ELCHC contract (see Exhibit A).

RFP Timeline

RFP Issue Date:	November 1, 2023
Deadline to submit questions	November 10, 2023, to gmeyer@elchc.org. Please title subject "RFP: Mental Health Application Question" Questions will be answered by November 13, 2023
Proposal Due Date	December 2, 2023, by 5:00 pm (EST)
Evaluation Period Begins	December 3, 2023
Award and Contract Execution	December 2023.

- VI. RFQ SCORING.** Proposals will be scored based on the following attributes and weights:

Attribute	Weight
List of 5-7 current client reviews	30%
Ability to demonstrate exceptional response time and satisfaction guaranteed	30%
Demonstration of additional services at no charge	30%
Cost/Value	5%
Certified Minority-Owned Business	5%

EXHIBIT A



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{insert name}

For

{insert Goods or Services}

THIS AGREEMENT is made and entered into as of **{insert date}**, (the "Effective Date") by and between the Hillsborough County School Readiness Coalition, Inc. DBA the Early Learning Coalition of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and **{insert vendor name}** with offices at **{insert Vendor address}** ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on **{insert commencement date}** or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on **{insert end date}** ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for **{insert goods or services}** in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on **{insert proposal date}** (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. **{insert Scope of Work details as needed}**.

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by **{insert end date}**.

E. Compensation & Payment

1. The total price for all the work set forth in the Agreement shall not exceed **{insert price}**.
2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. **{insert payment schedule; Florida Statute does not allow for prepayment of goods or services}** All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or

intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1. Commercial General Liability
 - a. Each Occurrence \$1,000,000
 - b. Personal Injury \$1,000,000
 - c. General Aggregate \$3,000,000
 - d. Products & Completed Operations \$3,000,000
 - e. Damage to Rented Premises \$1,000,000
2. Automobile Liability
 - a. Combined Single Limit \$1,000,000
3. Worker's Compensation & Employers' Liability (E.L.)
 - a. E.L. Each Accident \$1,000,000
 - b. E.L. Disease-Each Employee \$1,000,000
 - c. E.L. Disease-Policy Limit \$1,000,000
4. Professional Errors and Omissions \$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.

2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.
4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

1. Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees.
2. The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR

will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
2. Pursuant to 2 CFR §200.336, *Access to records*, CONTRACTOR agrees to provide access by COA, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Representatives of COALITION, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

1. **Termination due to lack of funds.** If funds to finance the agreement become unavailable or if the state government withdraws or redirects funds upon which the agreement depends, COALITION may terminate the agreement in writing with no less than 24 hours' notice. The CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified verbally by the COALITION or in person with proof of delivery. COALITION shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause.** In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.

- e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

R. No Assignment

Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program>. The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-service>.
2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - b. Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.
3. The COALITION, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The COALITION shall report all suspected or reported violations to DEL.

X. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. Seq.)

When federal program legislation requires, all construction contracts of more than \$2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.
2. Contractors shall be required to pay wages not less than once a week.
3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.
4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) I, 3, 5, 6 and 7.

Y. Contract Work Hours and Safety Standards (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of \$100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.
3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

Z. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth above.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">CONTRACTOR {insert name} {Insert title} {Insert Vendor Name}</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">COALITION {insert name} {Insert title} Hillsborough County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Hillsborough County</p>
<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p>Date</p>	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p>Date</p>